

Health Fair Exhibitor Agreement



This **Exhibitor Agreement** and the **Exhibitor Application** (together called "this **Agreement**") describe the terms and conditions under which Health Fairs of Utah, ("**Health Fairs of Utah**") engages **health** care providers for a) participation in one or more **health** and wellness fairs ("**Fair**") hosted by a company or companies (**Company**); and b) future business with a **Company**. The organization or company that signs both this **Exhibitor Agreement** and the **Exhibitor Application** shall be known as the **exhibitor** ("**Exhibitor**").

Term: This **Agreement** shall continue from the date this **Agreement** is fully signed until the period for protection of Proprietary Information has expired, in accordance with the "Non-Disclosure" paragraph, and all other obligations of this **Agreement** have been fulfilled.

Scope: This **Agreement** includes this **Exhibitor Agreement** and an **Exhibitor Application**, which together, when fully signed, shall apply to any and all **Fair(s)** in which the **Exhibitor participates or expects to participate**.

Participant List: After signature of this **Agreement**, **Health Fairs of Utah** will place **Exhibitor** on a participant list of **health** care and other business professionals given to **Company** for approval prior to one or more **Fair(s)**. The participant list will include **Exhibitor's** name, business description, electrical or similar needs, and information on any giveaways offered. **Health Fairs of Utah** will notify **Exhibitor** as to whether or not **Exhibitor** was approved by the **Company**.

Charges: The charge for **Exhibitor's** participation in the **Fair** or other event is set forth on the **Exhibitor Application**. Payments must be made to **Health Fairs of Utah** no later than four (4) weeks prior to fair attending. If **Exhibitor** offers "health screenings/services" (i.e. cholesterol testing, flu shots, massage therapy, reflexology etc.), **Exhibitor** shall provide to **Health Fairs of Utah** a list of **Exhibitor's** prices, terms and conditions for such items at the time this **Agreement** is signed and at such other times as the items or charges for such items might change.

Company Obligations:

The following are the obligations of a **Company** hosting a **Fair**:

- a) **Company** shall provide: 1) a location to host the **Fair**, 2) electrical outlets, internet access and/or similar items (as agreed upon in advance); and
- b) **Company** agrees the physical location, including set-up of tables and chairs, will be available for **Exhibitors** at least 2 hours prior to the event.

Exhibitor's Obligations:

The following are the obligations of the **Exhibitor**:

- a) Participate in the **Fair** and any subsequent **Company-sponsored** events solely through **Health Fairs of Utah**;
- b) Arrive at the **Fair** site or other event approximately 30 to 60 minutes prior to the start of the **Fair** and remain for the duration of the event, unless otherwise agreed in advance;
- c) Provide **Exhibitor's** own educational and marketing materials at no charge to **Company** or **Health Fairs of Utah** at the **Fair**;
- d) At **Exhibitor's** discretion, offer evaluative services or provide samples of **Exhibitor's** products or services.
and
- e) Provide **Exhibitor's** own table chairs unless other arrangements are made with **Health Fairs of Utah**.

Schedule:

Health Fairs of Utah shall notify **Exhibitor** in writing of any changes to the **Fair** schedule, including time, date and/or location. **Exhibitor** will try to accommodate changes in time, date and/or location. If **Exhibitor** cannot accommodate the change, **Exhibitor** shall notify **Health Fairs of Utah** in writing within two (2) days of receiving **Health Fairs of Utah's** notice. If such notice is received within the 2 days, **Health Fairs of Utah** will refund the fee paid by **Exhibitor** for that **Fair**.

Cancellation:

- a) **Health Fairs of Utah** shall notify **Exhibitor** of any **Fair** cancellation in writing within two (2) days of **Health Fairs of Utah** receiving notice of a **Fair** cancellation. **Health Fairs of Utah** will refund the fee paid by **Exhibitor** for that **Fair**.
- b) If **Exhibitor** cancels participation in the **Fair** of its own accord, **Exhibitor** must provide written notice of cancellation at least three (3) weeks prior to the scheduled **Fair** date. If at least 3 weeks notice is received, **Health Fairs of Utah** will refund the full fee paid by **Exhibitor** for that specific **Fair**. If at least 3 weeks notice is not received, then no refund will be made.

Future Business:

- a) **Exhibitors** may, at their option, solicit **Company's** employees' business directly at the **Fair** with no further commitment to **Company** or **Health Fairs of Utah**.
- b) **Exhibitor** hereby agrees that during a period of one (1) year after the date of each **Fair**, **Exhibitor** will only solicit

Company through **Health Fairs of Utah** and will only accept any and all future business from **Company** or will only participate in a **Company-sponsored health fair** or related event by booking such business and/or event through **Health Fairs of Utah**. Failure to do so shall mean **Exhibitor** shall pay what would have been the booking fee as a penalty for failure to comply with this condition.

Non-Disclosure:

Any information provided to the other party in tangible form marked as "Proprietary Information" or "Confidential Information" ("Proprietary Information") shall be afforded by the receiving party the same degree of care and protection as it affords its own Proprietary Information, but in no event less than reasonable protection from disclosure to any and all third parties, including **Company**. For purposes of this **Agreement**, the names and all information about other **Exhibitors, Health Fairs of Utah's** methods of doing business, prices, terms and financial information, the names of any and all **Companies** who host **Fairs** and similar details proprietary to **Health Fairs of Utah**, shall be deemed by this **Agreement** to be Proprietary Information. Any Proprietary Information received from the other party orally shall be reduced to writing by the disclosing party and given to the receiving party no later than ten (10) business days after disclosure. Neither the **Company** nor **Health Fairs of Utah** will disclose to any third party, for a period of three years after the date of the last **Fair** held, any Proprietary Information received from the other.

Liability:

a) **Exhibitor's:** Exhibitor is solely responsible and liable for his/her own actions or inactions, and for any and all information, products and services provided, and Exhibitor shall be solely liable and shall hold **Health Fairs of Utah** harmless for any and all consequences, damages, suits and any and all other such liabilities that might arise from Exhibitor's participation in the Fair and in this Agreement.

b) **Company's:** Exhibitor understands and agrees **Company** shall assume all liability for **Company's** own actions or inactions and agrees to hold **Health Fairs of Utah** harmless from any and all consequences, damages, suits and any and all other such liabilities that might arise from **Company's** provision of facilities and participation in events related to the Fair.

c) **Health Fairs of Utah's:** **Health Fairs of Utah** assumes no liability for Exhibitor and/or Exhibitor's employees, subcontractors, information, products, or services, nor shall **Health Fairs of Utah** assume any liability for **Company**, its employees or subcontractors, their actions and inactions that arise under this Agreement. **IN NO EVENT SHALL Health Fairs of Utah BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUE BY EXHIBITOR OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES INCURRED OR SUFFERED BY EXHIBITOR WHICH IN ANY WAY RELATES TO OR ARISES FROM THE FAIR AND THIS AGREEMENT. FURTHER, THE LIMITATION OF LIABILITY FOR ALL DAMAGES OF WHATSOEVER KIND IS THE AMOUNT OF FEES PAID BY EXHIBITOR TO Health Fairs of Utah.**

The parties signing below have read and agree to this **Agreement**, and are authorized to sign on behalf of their respective organizations.

Sign: _____

Printed Name: _____

Company Name: _____

Date: _____

