

## Michigan Periodontal Association

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### EXHIBITOR AGREEMENT

This Exhibitor Agreement (the "Agreement") is entered into and is effective as of \_\_\_\_\_ between Michigan Periodontal Association ("Host Entity") and \_\_\_\_\_ ("Exhibitor") (individually a "Party" and collectively "Parties"). The Parties agree as follows:

- 1. Event.** The Exhibitor wishes to participate as an exhibitor in the 2017 Annual Meeting ("Event").
- 2. Exhibitor Fees.** In exchange for being allowed to participate as an exhibitor in the Event, Exhibitor shall pay to host Entity fees in the amount of \$2,000, which represents the fair market value of such exhibitor space ("Exhibitor Fee") and is the same rate being offered to all exhibitors. Host Entity agrees that it will provide Exhibitor with adequate exhibit space at the Event for the Exhibitor to set up the Exhibitor's property as provided in this Agreement.
- 3. Exhibit.** Exhibitor will receive the following benefits:
  - a) 6 ft table in a 10' x 10' exhibit space
  - b) The Host Entity will be solely responsible for promoting and/or organizing the event with no assistance from Exhibitor (e.g. running newspaper advertisements or with assisting in selection of speakers).
- 4. Exhibit Set-Up Schedule and Location.** Event is February 4, 2017. The Exhibitor's exhibit will be located at the Sheraton Hotel in Novi, MI.
- 5. Compliance.** Host Entity agrees to (1) abide by the ACCME Guidelines regarding seminars; (2) reference exhibitors in program brochures, syllabi, and other course materials, and (3) upon request, furnish the Exhibitor a report concerning the expenditure of the funds provided. Payments made by Exhibitor are used only for the exhibit space and associated fees and are not used to underwrite or sponsor any other aspect of this event or any other event or activity. Payments are not conditioned on any past or future business with Exhibitor.
- 6. Termination Policy.** If the premises where the Event is to be housed (the "Premises") are destroyed or damaged, or if the Event fails to take place as scheduled or is relocated or interrupted and discontinued, or if access to the Premises is prevented or interfered with for any reason, this Exhibitor Agreement may be terminated by the Exhibitor. In the event of such termination, Host Entity will refund the Exhibitor Fee to Exhibitor.
- 7. Indemnification.** Each Party and its agents agree to protect, indemnify, defend, and hold harmless the other Party and its respective employees, partners, and agents against all claims or liability, including but not limited to injuries and damages to persons or property, governmental charges and attorneys' fees arising out of or caused by the Party's gross negligence or willful misconduct of the Party or its agents or employees. The indemnified Party shall provide the indemnifying Party with prompt notice of any claim and shall provide reasonable assistance with such claim. This indemnification paragraph shall not waive any statutory limitations of liability available to either Party nor shall it waive any defenses either Party may have with respect to any claim.
- 8. Miscellaneous.** This agreement may be executed in the original or by facsimile in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. Notwithstanding anything else in this agreement to the contrary, the Parties' respective rights and obligations under paragraphs 6 and 7 shall remain in full force and effect following the termination of this agreement and shall be enforceable in full force and effect following such termination. This agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to choice of law principles thereof. The Parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state or federal court of record in Oakland County, Michigan, and the Parties hereby submit to the jurisdiction of such courts and waive any right to

challenge or otherwise raise questions of personal jurisdiction or venue in any action commenced or maintained in such courts.

9. Exhibitor shall return an executed copy of this agreement with Exhibitor Fee to Host Entity:

Michigan Periodontal Association

C/o Dr. Allan Padbury, Jr

306 W. Washington Ste 202

Jackson, MI 49201

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized officer, have entered into this Exhibitor Agreement as of the date set forth below.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION: The undersigned, as representative of Host Entity, I understand that Exhibitor is purchasing booth space and badges which go to supporting the cost of "Event" taking place on February 4, 2017. I certify that funds from Exhibitor will be used to support this event and will not support any health care professional individually or corporately.

Dr. Allan Padbury, Jr

Director for the Michigan Periodontal Association