

# 2025 CSHE ANNUAL INSTITUTE SPONSOR/EXHIBITOR TERMS & CONDITIONS AND LIABILITY WAIVER

## **GENERAL**

The online sponsor and exhibitor application, properly executed by sponsor or exhibitor, shall constitute a valid and binding contract. The California Society for Healthcare Engineering, Inc. (herein referred to as CSHE), reserves the exclusive and total right to control all aspects of the conduct of this event; and specifically, it reserves the right to determine the eligibility of any sponsor for inclusion in conference sponsorships. Requests for sponsorship may be refused or restricted due to space limitation or other reasons determined by CSHE. CSHE also reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the conference. Conference management's decisions and interpretations shall be accepted as final in all cases. CSHE will have sole control over all admissions of persons to the conference. The acceptance of this contract does not carry nor imply endorsement of the product or service by CSHE.

CSHE reserves the right to restrict any exhibit or sponsorship because of noise, method of operation, or any behavior that is judged dangerous or objectionable; and also, to prohibit, or to evict, that which is considered to detract from the general character of the exhibit area and/or sponsorships. This general restriction includes persons, things, conduct, printed matter, or anything deemed objectionable by CSHE. In the event of such restriction or eviction, CSHE is not liable for any refund or other sponsor expenses. Sponsor agrees to conform to all rules and regulations stated below. Breaches or infractions of these rules may jeopardize the right to sponsor at future conferences hosted by CSHE.

#### **PAYMENT FOR SPONSORSHIP**

Payment to secure a sponsorship or exhibit space must be received within 30 days of invoice. The post-conference attendee list will only be shared once full payment has been received. No portion of your organization's sponsorship of CSHE is deductible as a charitable expense.

# **CANCELLATION/REFUND**

Sponsorship cancellations must be submitted in writing via email to <a href="mailto:admin@cshe.org">admin@cshe.org</a>. Cancellations are effective on the date written notification is received by CSHE. A fifty percent (50%) refund will be given for cancellations received by April 2, 2025 (six weeks prior to the conference). Sponsors canceling after April 2 will be responsible for payment in full and may jeopardize the right to sponsor at future events.

# **ASSIGNMENT OF SPONSORSHIPS**

Sponsorships are awarded on a first-come, first-served basis; based on the date the contract is received by CSHE, date of full payment received by CSHE and the availability of requested sponsorships. CSHE reserves the right to assign sponsorships based on other equitable considerations, to alter the exhibit floor plan, to change location assignments or relocate the exhibit area at any time, as it may deem necessary. CSHE also reserves the right to reassign sponsorship selections, as it may deem necessary and equitable.

Golf foursome and player tickets, additional exhibitor representative badges and attendee registrations do not count toward sponsorship levels.

## **CODE OF CONDUCT**

All attendees, speakers, sponsors, and volunteers at our conference are required to agree with and follow the following code of conduct. Organizers will enforce this code throughout the event. We expect cooperation from all participants to help ensure a safe environment for everybody.

Our conference provides a harassment-free conference experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion (or lack thereof), or technology choices. We do not tolerate harassment of conference participants or venue staff in any form. Sexual language and imagery are not appropriate for any conference venue, including talks, workshops, parties, and social or digital media. Conference organizers and the Board of Directors will determine the appropriate sanction(s) to be imposed for conference participants violating these rules. Sanctions may include, but are not limited to, expelling the individual from the conference without refund, barring the individual from one or more future association events, or expelling the individual from membership in the association.

#### LIABILITY WAIVER

The sponsor or exhibitor and their representatives assume all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that attendee may experience or incur in connection with attending the 2025 CSHE Annual Institute and its associated activities, including the CSHE Annual Institute Golf Tournament and social functions.

Sponsor or exhibitor and their representatives hereby releases, covenants not to sue, discharges, and holds harmless the California Society for Healthcare Engineering, Inc. (CSHE), its officers, directors, employees, affiliates, agents and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. Sponsor or exhibitor will be held responsible for any damage done to the building by it, its employees, its agents or its independent contractors. No nails, tacks or screws may be driven into the floor, walls, or woodwork of the building.

Participants in the golf tournament are exclusively responsible for their own health condition, skill level, weather risks and risks caused by other players and the conditions of the golf carts and playing grounds and should retire or not play if they see or believe there are any risks. Golf tournament cancellations due to severe weather will be the judgment call of the CSHE golf tournament committee and golf course staff. No refunds due to weather will be given.

CSHE, CMP Management, Inc., their agents and employees will not be liable for failure to hold the Conference as scheduled. Payments for sponsorship will be returned in the event of cancellation, except that any actual expenses incurred or committed in connection with the Conference will be prorated and deducted if the Conference is canceled because of fire, an act of God, the public enemy, strike,

communicable disease, or any law or regulation of public authority which makes it impossible, impracticable or illegal to hold the Conference.

## **COMPETING EVENT POLICY**

Sponsors, exhibitors, exhibiting companies and other participants holding meetings, separate social functions or events must ensure these activities do not compete with or detract from the CSHE Annual Institute and scheduled conference activities. All sponsors, exhibitors, exhibiting companies and other participants interested in holding any type of ancillary functions must contact <a href="mailto:admin@cshe.org">admin@cshe.org</a> for approval.

#### **CSHE NAME/LOGO USE GUIDELINES**

The use of CSHE and any associated logos in sponsor marketing materials must receive prior authorization from CSHE leadership. Please email requests to <a href="mailto:admin@cshe.org">admin@cshe.org</a>, including a copy of the marketing item for review.

### PHOTOGRAPHY RELEASE

The California Society for Healthcare Engineering, Inc. retains the right and permission to publish, without further charge, photographs and videos taken during this event. These photographs and videos may be used in publications, including electronic publication, audio-visual presentations, promotional literature, advertising or similar ways. By participating in this event, sponsor/exhibitor representatives voluntarily consent to be recorded and/or photographed by the California Society for Healthcare Engineering, Inc.