

TERMS AND CONDITIONS

The terms and conditions set forth below govern the relationship between Georgia Medical Group Management Association ("GMGMA") and the business named in the Registration Form submitted to GMGMA ("Business Partner"). Only one Business Partner may be named in each Registration Form submitted to GEORGIA MGMA.

GENERAL TERMS AND CONDITIONS

1. By participating in any GMGMA function or event, Business Partner obtains no right in or to any GMGMA publication, function, event or website. Business Partners submitting advertisements to GMGMA for placement in any GEORGIA MGMA publication retain all rights in and to their advertisements in the form provided by Business Partner to GMGMA. GMGMA will publish Business Partner's copyright notices on Business Partner's advertisements, if included in the artwork submitted for publication.
2. GMGMA reserves the right to, at any time prior to receipt of a completed Registration Form and full and proper payment, without prior notice or liability to Business Partner and in GMGMA's sole discretion: change function or event dates, locations, times and contact; change function or event floor plans, or booth or table placement; change rates, and fees, deadlines, closing dates, specifications and advertising placement; authorize co-sponsorship of functions or events; or afford Affiliate sponsors with first preference to as to any function or event and/or advertising.
3. GMGMA is not liable for failure or delays in performance in the event of any of the following: Acts of God, acts of any government or quasigovernment entity, fire, flood, insurrection, riot, explosion, embargo, strike, labor or materials shortage, transportation failures or delays, work slowdown, acts of the host facility, or any other event, whether or not similar to those set forth above, which is beyond the control of GMGMA.
4. GMGMA reserves advertising and exhibitor or function space for Business Partner only upon actual receipt of a completed Registration Form and full and proper payment in US dollars.
5. Delivery of a Registration Form is deemed an acceptance by Business Partner of all these terms and conditions, and the rates set forth in this brochure, as amended by GMGMA from time to time.
6. Rates and conditions are subject to change without notice.
7. Payment is expected with delivery of a completed Registration Form. However, full payment of all monies due under any Registration Form must be received by GMGMA no later than the Closing Date applicable to the GMGMA publication issue, function or event. GMGMA reserves the right to cancel Business Partner's Registration Form, in whole or in part and without prior notice, in the event of non-payment of all monies due.
8. In the event of Business Partner's full or partial non-payment within thirty [30] days after GMGMA's receipt of Business Partner's Registration Form, Business Partner hereby agrees to reimburse GMGMA all costs of collection, including and not limited to attorneys' fees.
9. All additional charges assessed by GMGMA shall be paid by Business Partner within ten (10) days of the invoice date. Such additional charges may include, and are not limited to, fees for additional company representatives attending the Annual Meeting and advertising production charges for advertisements submitted in other than camera-ready format.
10. A \$25.00 charge will be assessed for each occasion that a check is dishonored. Returned checks must be replaced with certified or cashier's checks within 48 hours.
11. Incomplete Registration Forms or Forms setting forth incorrect rates or fees will be refused by GMGMA and returned to Business Partner.
12. IN NO EVENT WILL GMGMA BE LIABLE TO BUSINESS PARTNER UNDER THESE TERMS AND CONDITIONS OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL MONIES PAID TO GMGMA BY BUSINESS PARTNER FOR THE APPLICABLE ADVERTISEMENT, SPONSORSHIP, FUNCTION OR EVENT. FURTHER, IN NO EVENT SHALL GMGMA BE LIABLE TO BUSINESS PARTNER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES), OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH ANY CLAIM ARISING FROM THESE TERMS AND CONDITIONS, EVEN IF GMGMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.
13. WHILE GMGMA USES ITS BEST EFFORTS TO PROVIDE INFORMATION, PUBLICATIONS, FUNCTIONS AND EVENTS THAT ARE ACCURATE, CURRENT AND WHICH ADDRESS ISSUES RELEVANT TO GMGMA'S MEMBERS, GMGMA MAKES NO REPRESENTATIONS OR WARRANTIES TO BUSINESS PARTNER ABOUT THE SUITABILITY, ACCURACY, QUALITY OR RELIABILITY OF ANY GMGMA INFORMATION, PUBLICATION, FUNCTION OR EVENT FOR ANY PURPOSE. ALL GMGMA PUBLICATIONS, FUNCTIONS AND EVENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GMGMA HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS WITH REGARD TO GMGMA'S PUBLICATIONS, FUNCTIONS AND EVENTS, INCLUDING ALL IMPLIED WARRANTIES

AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT ANY GMGMA PUBLICATION, EVENT OR FUNCTION WILL FULFILL ANY OF BUSINESS PARTNER'S PARTICULAR PURPOSES OR NEEDS.

14. Business Partner is not entitled to rely on any statements or advice provided by GMGMA and is solely responsible for compliance with all laws in connection with Business Partner's advertisements, exhibitor booth and displays, and presentation information. Business Partner hereby represents and warrants that all advertisements submitted by Business Partner to GMGMA, and that all displays, information and materials provided by Business Partner in connection with, or while in attendance at, any GMGMA function or event, comply with all applicable laws, do not infringe the rights of GMGMA or any third party, that Business Partner has sufficient rights and license to provide such information, advertisements displays or materials and to allow GMGMA to reprint such advertisements.
15. All advertisements, exhibitor booth and displays, and presentation information submitted by Business Partner in connection with, or while in attendance at, any GMGMA function or event is considered property of the Business Partner and remains under the Business Partner's control at all times. Neither the host facility, the GMGMA nor any of the officers or staff members of the above are responsible for the safety of the property of the Business Partner from theft, damage by fire, accident, vandalism or other causes; and the Business partner expressly waives and releases any claim or demand the Business Partner may have against any of the above by reason of damage or loss of property. GMGMA recommends that each Business Partner obtain adequate insurance coverage at the Business Partner's own expense for property loss or damage and liability of personal injury.
16. All claims of Business Partner against GMGMA in connection with any advertising or any GMGMA function or event must be submitted in writing within seven (7) days of the publication or event date or all such claims are irrevocably waived.
17. Business Partner shall indemnify and hold harmless GMGMA for the acts or omissions of Business Partner's employees, agents or contractors, breach of these terms and conditions, and for claims by attendees or the host facilities of GMGMA functions or events for injury, damages or property loss incurred due to the acts or omissions of Business Partner or its employees, agents or contractors.
18. By placing Business Partner's advertisement in a GMGMA publication, or by allowing Business Partner to sponsor or attend a GMGMA event or function GMGMA, does not warrant, guarantee or endorse any Business Partner product, service or business. Business Partner and GMGMA are independent contractors and Business Partner is granted no right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of GMGMA.
19. No "suit casing" will be allowed at any of the GMGMA meetings. Please note that while all meeting attendees are invited to the exhibit hall, any attendee who is observed to be soliciting business in the aisles or other public spaces and another company's booth or in violation of any portion of the exhibition policy will be asked to leave immediately. Additional penalties may be applied. GMGMA recognizes that suit casing may also take the form of commercial activity conducted from a hotel guest, guest room or hospitality suite, a restaurant, club or any other public place of assembly. For the purposes of this policy- suit casing violations may occur at venues other than the exhibition floor and at other events. GMGMA must be informed of any hospitality suites and express consent must be received prior to the event.
20. These terms and conditions shall be governed by, construed, enforced and performed in accordance with the laws of Georgia, without regard to principle of conflicts of law. With respect to any suit, action or proceeding relating to these terms and conditions, and advertisement placed by Business Partner in an GMGMA publication or any GMGMA function or event attended or sponsored by Business Partner, each party irrevocably submits to the sole and exclusive jurisdiction of Georgia courts; and each party irrevocably waives any objection which it may have at any time to the laying of venue of any proceedings brought before any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have sufficient jurisdiction over such party.
21. These terms and conditions represent the entire agreement between GMGMA and Business Partner. No conditions, printed or otherwise, appearing on the Registration Form or artwork copy instruction which conflict with any of these terms and conditions will be binding on GMGMA.

Business Partner (Company Name)

Date ____/____/____

Print Name of Signer

Signature

Title