



CPS 2023 Annual Meeting

Exhibitor Prospectus

May 15 – May 17, 2023

Caribe Royale | Orlando, FL



Why Exhibit?

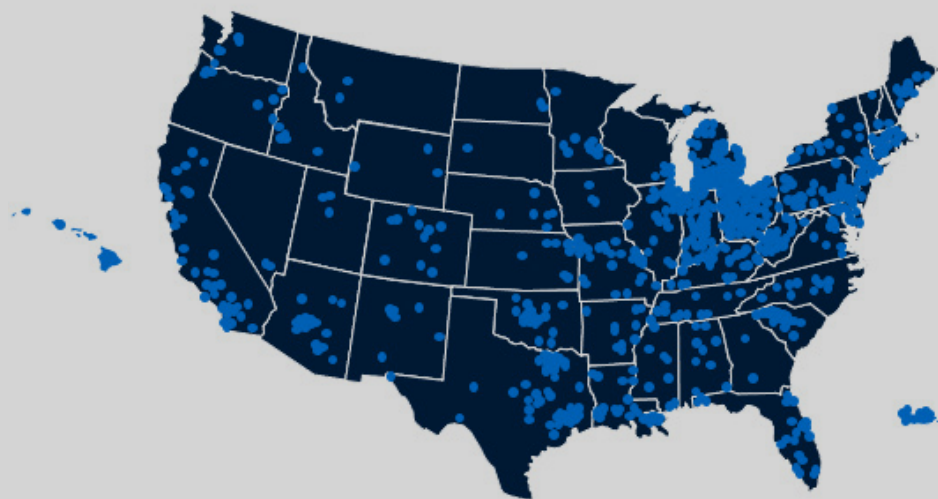
The purpose of the CPS Annual Meeting is to provide collaboration and connection opportunities with CPS team members, while networking and building relationships with exhibitors. Over 550 CPS corporate and pharmacy leaders and decision-makers from across the United States and Puerto Rico will convene for a live, in-person meeting to discuss current industry trends, review initiatives, and explore the status of current and future supplier relationships. This event will provide suppliers from across healthcare with the opportunity to interface with CPS executive corporate leaders and key decision-makers to provide information on products and services.

550+ Expected Attendees

- Pharmacy Directors
- Healthcare Leaders
- Subject Matter Experts
- CPS & C-Suite Executives
- Directors
- Vice Presidents
- Senior Vice Presidents
- Executive Vice Presidents

While an attendee list will not be provided to exhibitors, there will be ample networking time both inside the Exhibit Hall and in other event programming to collect leads and contact information.

Our Nationwide Footprint



“Networking is critical in the Pharmaceutical Industry, and it was exceptional at the CPS 2022 Annual Meeting. The conference was **an excellent source for providing an invaluable look at future trends** that will assist individuals that need treatment.

We were impressed with the set-up of the vendor space at this meeting. Display tables lined the perimeter of the main eating/break area, so we were **actively exposed to the attendees with ample opportunity for discussion** time throughout the meeting.

There was an **impressive level of engagement from the CPS attendees** who milled around the room. They were visiting all the booths and engaging in discussion, with many offering their cards for follow-up once they returned to their facility.

Time at the CPS Annual Meeting was **time well spent** and conducive to making introductions!



Why Exhibit?

CPS Quick Facts



Comprised of **2,500+ professionals** serving **800+ partner facilities**



Proven best practices support development and implementation



A **50+ year history** of driving value and performance through partnerships



Rx enterprise programs impact **millions of dollars in cost savings** & new revenue



Elevating performance through impactful business intelligence capabilities



Oversees **\$3B in Rx spending** weekly to **impact 100,000+ patients**



250+ specialists and subject matter experts support our partners



Conducting **125+ annual regulatory surveys** for our partner facilities

CPS Suite of Solutions

- Pharmacy Management
- Pharmacy Consulting
- TELEpharmacy
- 340B Solutions
- Supply Chain & Materials Management
- PT, OT, & ST Rehabilitation
- Specialty Pharmacy Management
- Retail Pharmacy Solutions
- Infusion Services
- Trade & Payor Relationships
- Specialty Therapy Management Software

“The CPS 2022 Annual Meeting exceeded our expectations as an exhibitor! **The easy access to CPS decision makers and the opportunities to establish and grow those relationships with the CPS team was invaluable to the growth of our company.** It was an all-around positive and rewarding experience, and we look forward to the 2023 Annual Meeting!

The CPS 2022 Annual Meeting was a well-organized and **successful networking opportunity.** It provided an opportunity to discuss the latest industry news with colleagues and learn how we can **help with the current challenges that health systems are experiencing.**

The CPS Annual Meeting allows us the opportunity to **make meaningful connections, share new ideas, and provide information** on our products and services.

Our experience continues to be positive, and **we truly look forward to participating as an exhibitor** at the meeting each year.



Exhibitor Packages

Exhibitor Level	Titanium	Platinum	Gold	Silver	Bronze
Package Cost	\$50,000	\$30,000	\$20,000	\$15,000	\$10,000
Exhibit Booth	20x20 Island	10x20 Premiere	10x20 Standard	10x10 Premiere	10x10 Standard
Exhibit Hall Passes	6	5	4	3	2
Join CPS employees in the Exhibit Hall during breakfast and lunch on Tuesday, May 16 and breakfast on Wednesday, May 17 for exhibiting hours. Exhibit Hall Passes include access to the Exhibit Hall and to associated meals.					
Opening Night Premium Networking Passes	6	5	4	3	-
Join us onsite at the Caribe Royale as we kick off the Annual Meeting to network with event attendees and pharmacy leaders from across the United States and Puerto Rico.					
Closing Night Premium Networking Passes	6	5	4	3	2
Join us offsite at a surprise location to network with event attendees and pharmacy leaders from across the United States and Puerto Rico. You won't want to miss this memorable networking event!					
Recognition on Event Website	Premiere, featured, and clickable logo placement	Featured and clickable logo placement	Clickable logo placement	Logo placement	Company name listed
Recognition in Event App	Featured company profile	Featured company profile	Company profile	Recognition	Recognition
Recognition in Onsite Event Signage	Premiere featured logo recognition	Featured recognition	Recognition	Recognition	Recognition
Push Notification in Event App*	Yes	Yes	-	-	-
Titanium: One push notification sent to app users between May 15 – May 17, 2023 Platinum: One push notification sent to app users between May 1 – May 31, 2023; subject to scheduling availability based on all event push notifications					
Verbal Recognition in Opening Corporate Session	Yes	Yes	-	-	-
Video in Opening Corporate Session*	Yes	-	-	-	-
Titanium: CPS will play exhibitor's video presentation, up to 90 seconds in length, during the Opening Corporate Session attended by all CPS employees on Tuesday, May 16.*					
Post-Event Webinar**	Yes	-	-	-	-
Titanium: CPS will provide (1) 30-minute webinar to be scheduled in the coming year with CPS pharmacy leaders.					

* Subject to final approval by CPS.

** Webinar materials and webinar date(s) must be reviewed and approved by CPS prior to webinar. Webinar scheduling will occur after the conclusion of the event. Failure to comply with CPS webinar policies and procedures waives responsibility and obligation for CPS to deliver webinar.

Exhibitor Add-Ons

Add-On	Availability	Price	Description
Post-Event Webinar	5	\$50,000	CPS will provide (1) 30-minute webinar to be scheduled in the coming year with CPS pharmacy leaders. All webinar materials and webinar date(s) must be reviewed and approved by CPS prior to webinar. Webinar scheduling will occur after the conclusion of the event. Failure to comply with CPS webinar policies and procedures waives responsibility and obligation for CPS to deliver webinar.
WiFi Sponsor	1	\$20,000	Create the WiFi network name and password, advertised throughout the event, for all attendees to use.*
Event App Splash Screen	1	\$20,000	Each time the event app is opened, the splash screen will appear before taking users to the event app content. One exhibitor will have their own graphic image displayed each time attendees open the app.*
Email to All CPS Annual Meeting Attendees	5	\$10,000	Exhibitor to provide CPS with content for one email to be sent to all CPS employees attending the event. Email will be sent by CPS to attendees, subject to scheduling availability based on all event emails.*
Event App Banner Ad	5	\$5,000	One banner ad included on a rotational basis in the event app*
Banner Ad in CPS Internal Monthly Recap Emails	12	\$5,000	Each month, CPS emails all employees with a monthly recap and important updates. CPS will include one exhibitor banner ad per month in newsletters sent in 2023-2024.*
Registration Arrival Branding Opportunity	1	\$5,000	Upon arrival, attendees will check in at the registration desk using iPads. Exhibitor logo will be placed on frames around each iPad and used in the technology design. This branding opportunity is the perfect way to ensure every attendee is familiar with your organization!
Event App Push Notification	4	\$1,500	One push notification sent to app users between May 1 – May 31, 2023**
Video Before or After Corporate General Sessions	6	\$1,500	CPS will display exhibitor's presentation, up to 30 seconds in length, before or after the Corporate Sessions attended by all CPS employees on either Tuesday, May 16 and/or Wednesday, May 17. Exhibitor will provide a PowerPoint file that when played as a looping video, is no longer than 30 seconds in length. Presentation will not include any audio and will be played on a loop while attendees are entering and exiting the Corporate Session(s).*
Closing Night Premium Networking Branding Opportunity	1	\$20,000	Network with CPS employees during the Closing Night Premium Networking event at a surprise location. Exhibitor logo will be prominently displayed throughout the event, including expansive video monitors throughout the venue, print signage, event materials distributed to attendees, and more. You won't want to miss this exclusive and unique branding opportunity!
Opening Night Premium Networking Branding Opportunity	1	\$15,000	Network with CPS employees during the Opening Night Premium Networking event onsite at the Caribe Royale. Exhibitor logo will be prominently displayed throughout the event, including print signage, event materials distributed to attendees, and more. You won't want to miss this branding opportunity!

* Subject to final approval by CPS.

** Subject to scheduling availability based on all event push notifications.

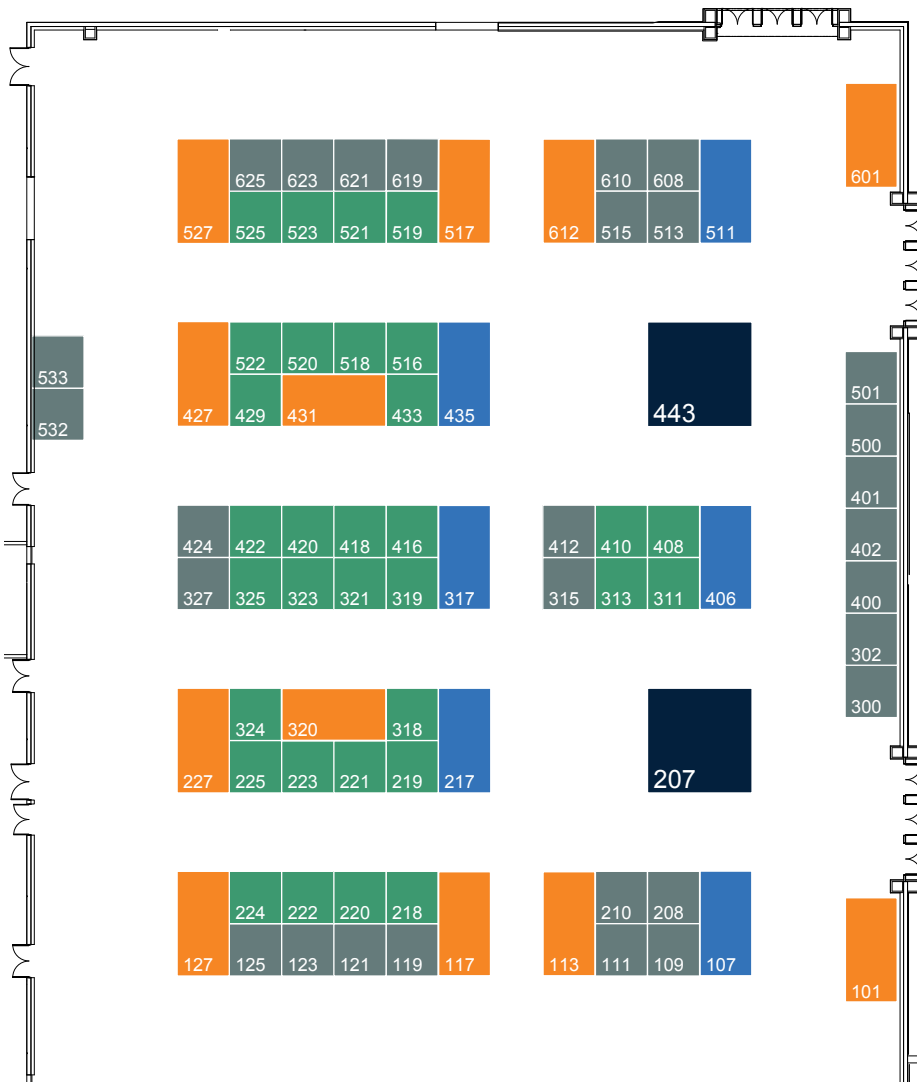
Exhibitor Add-Ons

Add-On	Availability	Price	Description
Breakfast Action Station Branding Opportunity	2	\$12,500	Network with CPS employees in the Exhibit Hall during breakfast on either Tuesday, May 16 or Wednesday, May 17. Exhibitor logo will be advertised and displayed throughout the event and near the breakfast food action station(s).
Lunch Action Station Branding Opportunity	1	\$12,500	Network with CPS employees in the Exhibit Hall during lunch on Tuesday, May 16. Exhibitor logo will be advertised and displayed throughout the event and near the lunch food action station(s).
Coffee Break & Snack Break Networking	8	\$10,000	Network with CPS employees during coffee breaks and/or snack breaks throughout the event. Exhibitor will sponsor one coffee break or snack break with participation. Exhibitor logo will be advertised and displayed throughout the event and near the coffee break or snack break station(s).
Opening Night Premium Networking Pass	Limited	\$1,250	Join us onsite at the Caribe Royale as we kick off the Annual Meeting to network with event attendees and pharmacy leaders from across the United States and Puerto Rico.
Closing Night Premium Networking Pass	Limited	\$1,250	Join us offsite at a surprise location to network with event attendees and pharmacy leaders from across the United States and Puerto Rico. You won't want to miss this memorable networking event!
Exhibit Hall Pass	Limited	\$1,000	Join CPS employees in the Exhibit Hall during breakfast and lunch on Tuesday, May 16 and breakfast on Wednesday, May 17 for exhibiting hours. Exhibit Hall Passes include access to the Exhibit Hall and to associated meals.
Guest Room Key Cards Branding Opportunity	1	\$20,000	All event guest room key cards will be branded with exhibitor logo.
Ground Transportation: Arrivals	1	\$15,000	All event attendees will be picked up by shuttle from the airport and brought to the event on Monday, May 15. Exhibitor logo will be advertised throughout the event and displayed in directional shuttle and event signage on Monday, May 15.
Ground Transportation: Closing Night Premium Networking	1	\$15,000	All event attendees will be transferred by shuttle from the hotel to the offsite Closing Night Premium Networking on Tuesday, May 16. Exhibitor logo will be advertised throughout the event and displayed in directional shuttle and event signage on Tuesday, May 16.
Ground Transportation: Departures	1	\$15,000	All event attendees will be picked up by shuttle from the hotel and brought to the airport on Wednesday, May 17. Exhibitor logo will be advertised throughout the event and displayed in directional shuttle and event signage on Wednesday, May 17.

* Subject to final approval by CPS.

** Subject to scheduling availability based on all event push notifications.

Exhibitor Booths



Titanium	Platinum	Gold	Silver	Bronze
20x20 Island	10x20 Premiere	10x20 Standard	10x10 Premiere	10x10 Standard

During event registration, exhibitors will be able to select their booth based on the package offering.

Food, beverages, and seating will be placed throughout the Exhibit Hall.

Exhibit hall layout, including map and booth numbering, is subject to change.

Each 10x10 Booth Space Includes:

- 8' High Back Wall Drape
- 3' High Side Drape
- (1) 6' x 30" Draped Table
- (2) Limerick Side Chairs
- (1) Wastebasket
- (1) 7" x 44" One Line Booth ID Sign

The Freeman exhibitor services kit will be released prior to the show and includes complete information on booth furnishings, carpeting, shipments, labor rates, electrical, audio/visual, cleaning/trash removal, and other details and options relating to exhibition.

Modular booth displays are welcomed and encouraged at the CPS 2023 Annual Meeting!

Questions?

Contact us!

CPS Events Team:

exhibitors@cps.com

cps.com

Event Agenda

Hotel Info

Caribe Royale Orlando
8101 World Center Drive,
Orlando, Florida 32821
(407) 238-8000

A discounted onsite hotel room block will be available exclusively for exhibitors in the coming months, so you should not make reservations at this time. Please note, you must individually register for the meeting prior to reserving a room. The hotel registration link will be sent to you in your personal registration email in spring 2023.



Monday, May 15, 2023

12:00 PM	5:00 PM	Exhibitor Registration & Load In
6:00 PM	9:30 PM	Opening Night Premium Networking

Tuesday, May 16, 2023

8:00 AM	9:30 AM	Breakfast in Exhibit Hall
9:30 AM	10:45 AM	Opening Corporate Session
10:45 AM	12:00 PM	Breakout Corporate Sessions
12:00 PM	2:00 PM	Lunch in Exhibit Hall
2:00 PM	4:45 PM	Breakout Corporate Sessions
4:45 PM	5:30 PM	Corporate Awards Meeting
5:30 PM	6:00 PM	Refresh for Offsite Evening Event
6:00 PM	6:30 PM	Transportation to Closing Night Premium Networking
6:30 PM	9:30 PM	Closing Night Premium Networking
9:30 PM	10:00 PM	Return Transportation

Wednesday, May 17, 2023

8:00 AM	9:00 AM	Breakfast in Exhibit Hall
9:00 AM	10:00 AM	Closing Corporate Session
9:00 AM	1:00 PM	Exhibitor Load Out

Subject to change

Corporate sessions closed to CPS employees only

Registration

Registration will open in spring 2023. Keep a look out for the registration announcement!

Questions?

Contact us!

CPS Events Team:

exhibitors@cps.com

Early Bird Pricing Ends: Friday, March 17, 2023

Registration Closes: Monday, April 10, 2023

Register now

All fees are due upon completing registration. Accepted methods of payment include:

- credit card during registration, subject to applicable processing fees
- check mailed to the CPS lockbox address
- ACH/wire electronic payment made to CPS

All instructions on how to remit payment by check or ACH/wire are detailed during the registration process and provided in the post-registration confirmation email. Credit card payments are processed during registration.

[View the CPS 2023 Annual Meeting Exhibitor Registration Quick Facts](#)



Exhibitor Agreement

CPS 2023 Annual Meeting

This Exhibitor Agreement (the “Agreement”) is effective as of the date of registration for the CPS 2023 Annual Meeting and is entered into by and between you on behalf of your company, organization, or entity (“Exhibitor”) and CPS Solutions, LLC, a Delaware limited liability company, with offices located at 655 Metro Place South, Suite 450, Dublin, Ohio 43017 (“CPS”). Exhibitor and CPS may, individually be referred to as a “Party”, and collectively as the “Parties”.

1. Overview and Objectives. CPS provides services to hospital and health system pharmacy, rehabilitation, and materials management teams to optimize their operations and maximize opportunities. CPS is conducting its annual meeting (the “Meeting”), with the objective of providing participants with the opportunity to provide educational materials as to Exhibitor’s companies, products, and services to hospitals, health systems, and CPS. The Meeting will achieve this by providing an opportunity for Exhibitors to interact with CPS directors of pharmacy, rehabilitation, and materials management personnel, subject matter experts, CPS executives, in addition to employees of industry leaders.
2. Location. The Meeting will be held on the following dates and location: Monday, May 15 – Wednesday, May 17, 2023, at the Caribe Royale Orlando, 8101 World Center Drive, Orlando, Florida 32821 (the “Caribe Royale Orlando”).
3. Purpose. CPS will provide Exhibitor the unique opportunity to interact in an extremely focused and intimate setting with CPS directors of pharmacy, rehabilitation and materials management personnel, subject matter experts and CPS executives who advise CPS clients on cost savings opportunities. The Meeting is designed specifically to allow maximum business interaction to take place. The Exhibitor events, inclusive of the terms of this Agreement, are outlined in the tentative event agenda as provided in the Exhibitor Prospectus and available on the Meeting website.
4. Rules for Exhibiting. This Agreement incorporates by reference Attachment A (CPS 2023 Annual Meeting Rules for Exhibiting).
5. Acceptance of Terms. By registering online for the Meeting on behalf of your company organization, or other legal entity (“Entity”), you agree to enter into this Agreement for that Entity and represent to CPS that you have the authority to bind such Entity to the terms of this Agreement. In such case, “Exhibitor” shall refer to such Entity.
6. Exhibitor Packages and Add-Ons. Participation in the Meeting includes the privileges and services respective to Exhibitor’s selection of one (1) of the Exhibitor Packages through the online registration portal. In addition, Exhibitor has the option to select “Add-Ons” through the registration portal but only in combination with one of the Exhibitor Packages. Add-Ons cannot be purchased without purchase of an Exhibitor Package.
7. Compliance. CPS will comply with all compliance guidelines provided by Exhibitor and agreed upon by CPS.
8. Fees and Payment Terms.
 - 8.1. Fees. CPS and Exhibitor each independently covenants and agrees that the Fees (as defined below) charged hereunder: (a) reflect the fair market value compensation for the applicable services; (b) were negotiated at arm’s length by the Parties; and (c) do not include any discount, rebate, kickback or other reduction in charge, and are not in any other way, directly or indirectly, intended to, nor shall they be construed to, induce, encourage, solicit, reimburse or provide any other value for the referral of patients or other business funded in whole or in part by any federal or state government healthcare program. Further, the Fees are: (a) solely for the purchase and utilization of the exhibit space; (b) the Fees are required of all Exhibitors participating in the Meeting; and (c) each of the costs subsidized by the Fees are incremental to the exhibit space and not standard institutional or organizational overhead. Payment of the Fees is not intended to influence planning of any continuing education (“CE”) or continuing medical education (“CME”) activity or interfere with presentations at any CE/CME activity.
 - 8.2. Payments. All amounts due under this Agreement will be paid in U.S. dollars. The amount authorized by Exhibitor under this Agreement for all services, fees, and expenses is detailed in the Exhibitor Packages and Add-Ons that Exhibitor has selected through the online registration portal (the “Fees”). Exhibitor will select the method of payment during registration. If Exhibitor elects to pay the Fees via credit card at the time of registration, Exhibitor shall pay all applicable Fees due to CPS at such time. If Exhibitor elects to pay the Fees via check or automatic clearing house (“ACH”) at the time of registration, CPS shall provide to Exhibitor instructions for payment. If Fees are not paid in full to CPS prior to May 1, 2023, Exhibitor’s Package and Add-On selections shall be forfeited and Exhibitor shall not be considered registered to attend the Meeting.
 - 8.3. Cancellation. If Exhibitor cancels its attendance to the Meeting prior to or on March 10, 2023, CPS shall refund to Exhibitor all Fees then paid. If Exhibitor cancels its attendance to the Meeting after March 10, 2023 or on or before April 14, 2023, Exhibitor agrees that fifty percent (50%) of the Fees are forfeited and CPS shall be entitled to retain fifty percent (50%) of the Fees paid to CPS or owed to CPS. If Exhibitor cancels its attendance to the Meeting after April 14, 2023, Exhibitor agrees that one hundred percent (100%) of the Fees are forfeited, and CPS shall be entitled to retain one hundred percent (100%) of the Fees paid to CPS or owed to CPS.
9. Event Cancellation. Should the Caribe Royale Orlando in which the Meeting is to be held become unfit for occupancy or should the Meeting be materially interfered with for any reason or act beyond the control of CPS, the Exhibitor Agreement may be terminated by CPS. In the event of such termination, Exhibitor expressly waives all liability of CPS, its officers, directors, employees, members, agents, volunteers, and service contractors, arising out of, or in any way related to, the cancellation. Exhibitor also releases CPS, its officers, directors, employees, members, agents, volunteers, and service contractors from any and all claims for damages and agrees that CPS shall have no obligation except to refund Exhibitor the Exhibitor Fees paid prior to the cancellation.

Attachment A

CPS 2023 Annual Meeting Rules for Exhibiting

1. Overview. In order for Exhibitor to participate in the Meeting, Exhibitor shall agree to these rules for exhibiting (the “Rules”).
2. Eligibility for Exhibiting. The following qualifications are required of all Exhibitors at the Meeting: (a) Products or services displayed must further the educational purpose of the Meeting and provide an atmosphere conducive to exchanging information and views in a professional manner about pharmacy practice, healthcare, and other matters relevant to attendees; and (b) Products or services must be related or of interest to the pharmacy practitioners in hospitals and health systems or other related events. CPS reserves the right, in its sole judgment, to determine eligibility or compatibility of any company or its products to participate at the Meeting.
3. Assignment of Space. Exhibitor will select their booth space during registration. CPS reserves the right, in the best interest of the Meeting, to relocate booth space. The decision of CPS with respect to allocation of booth space will be final and binding upon all Exhibitors.
4. Exhibitor Booth Specifications. A room at the Caribe Royale Orlando has been reserved to be used as the exhibit hall for the Meeting. Each booth in the exhibit hall shall include: one (1) eight (8) feet high back wall; three (3) feet high side drape(s) as appropriate based on booth selection; one (1) 6’x30” draped table; two (2) chairs; one (1) waste basket; and one (1) 7”x44” booth ID sign. Modular displays are encouraged so long as they fit within the allocated booth space. Banner stands and table throws are permitted at the booths. Under the sole judgment of CPS, we reserve the right to make changes at any time in the location, size, display limits, etc., of any booth if it is the best overall interest of the Meeting.
5. Exhibitor Booth Construction Guidelines.
 - 5.1. Use of Space. Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring Exhibitors. The maximum height of eight (8) feet may be maintained on the sidewall of the booth up to a distance of five (5) feet from the front aisle. The remaining length of the sidewall may be no higher than four (4) feet. Hanging signs are not permitted.
 - 5.2. Set-Up and Dismantling. Exhibitor set-up is scheduled for Monday, May 15, 2023, from 12:00pm – 5:00pm EDT. Exhibitor will have its booth setup finalized prior to Monday, May 15 at 5:00pm EDT. Exhibitor tear down begins promptly on Wednesday, May 17, 2023, at 9:00am EDT and must be concluded prior to Wednesday, May 17 at 1:00pm EDT. Set up and tear down dates and times are subject to change. The final exhibition schedule, including set up and tear down times, will be provided to Exhibitors approximately two (2) months prior to the Meeting.
 - 5.3. General Restrictions. Exhibitor’s booth must conform to the Rules. Booths which, in the opinion of CPS, are found to be objectionable will be prohibited. Exhibitor agrees to comply with all applicable federal, state, and municipal statutes, ordinances, regulations, and requirements relating to health, fire, safety, and use of the premises. Non-flammable materials must be used. Exhibitors may not use the CPS name or trademark, or any CPS affiliate name or trademark, nor in any manner associate any exhibit or any activity with the Meeting, without express written consent of CPS.
6. Staffing of Exhibitor Booths. Booths must be staffed by qualified employees of Exhibitor who are able to explain or demonstrate the products or services on display. The number of individuals Exhibitor may register is determined based on the Exhibitor Package and Add-Ons purchased. Each individual staffing an Exhibitor’s booth is required to register and must wear the furnished Exhibitor name badge. Breakfast will be provided to all registered individuals on Tuesday, May 16 and Wednesday May 17, 2023. Lunch will be provided for all registered individuals on Tuesday, May 16, 2023. Exhibitors may not register as CPS attendees/guests.
7. Review of Materials.
 - 7.1. CPS reserves the right to review all materials distributed to the attendees of the Meeting. Materials, discussions, webinars, and correspondence sent to employees of CPS must be provided to CPS for review thirty (30) days prior to the scheduled delivery of such materials.
 - 7.2. Exhibitors may distribute approved marketing materials at their booths, including business cards, pamphlets, and promotional items valued at less than \$25.00.
 - 7.3. Exhibitors will be notified in the event that submitted materials, discussions, webinars, and correspondences are deemed inappropriate by CPS, and will have the ability to revise the materials. Additionally, all correspondence to attendees of the Meeting must be facilitated by a designated member of the CPS Events Management Team. CPS reserves the right, in CPS’s sole judgement, to determine compatibility of submitted materials, discussions, webinars, and correspondences to the mission of advancing pharmacy education among its employees. In the event an Exhibitor distributes materials or correspondences deemed inappropriate by CPS, CPS reserves the right to refuse the Exhibitor’s involvement in future CPS events.
 - 7.4. If Exhibitor does not register for the Meeting prior to Monday, April 10, 2023, CPS cannot guarantee Exhibitor name in Meeting signage or directory due to printing timeline restrictions.

Attachment A

CPS 2023 Annual Meeting Rules for Exhibiting Continued

8. Materials Shipping and Assembly. Exhibitor shall be responsible for shipping their own materials for use at the Meeting. Exhibitor shall be responsible for any and all costs for shipping, handling and holding fees for Exhibitor's materials. The Freeman Company, LLC ("Freeman") will be the exclusive contractor to accept shipments of all materials, including modular displays, and transportation of all materials to the booth for the Meeting. Caribe Royale Orlando will not accept shipments of materials for the Meeting. CPS, Caribe Royale Orlando, and Freeman will not be held responsible for damages, lost items, or shipping delays. Assembly and Disassembly of the booth materials may be performed by Exhibitor or Exhibitor's contractor. If Exhibitor chooses to utilize its own contractor ("EAC") to provide any non-exclusive services that Freeman may otherwise perform, Exhibitor shall provide to CPS at least ten (10) days prior to the Meeting move-in date: (i) a written statement setting forth the identity and intended use of the EAC, and (ii) a certificate of insurance evidencing that the EAC has in place the minimum insurance coverage as required herein. EAC shall maintain workers' compensation insurance in the minimum amount required by state law; evidence of commercial general liability insurance in a minimum amount of one million dollars (\$1,000,000) covering all operations; and automobile liability insurance in a minimum amount of one million dollars (\$1,000,000) covering all owned, hired, and non-owned vehicles. EAC shall name CPS, Freeman, and the Caribe Royale Orlando as additional insureds for the Meeting covered by this Agreement.
9. Liability and Security Agreement.
 - 9.1. By accepting exhibit space, Exhibitor agrees that CPS, its officers, directors, employees, agents, volunteers, or service contractors will not be liable to Exhibitor or its contractors, employees, or agents for any loss, injury, death or damage of any kind, arising out of, or in any way related to, the Meeting. By accepting exhibit space, Exhibitor expressly releases CPS, its officers, directors, employees, members, agents, volunteers, and service contractors from any and all claims for any such loss, injury, death or damage, including any and all claims for contribution and indemnification. Exhibitor must have in effect during the Meeting a general liability certificate of insurance (including both property damage and personal injury coverage) with a minimum of one million dollars (\$1,000,000) per occurrence in coverage from a reputable insurance company. Exhibitor shall name CPS and Caribe Royale Orlando, and their respective members as additional insureds on such certificate of insurance.
 - 9.2. Exhibitor further agrees to indemnify, defend and hold harmless CPS, and each of its respective officers, directors, employees, agents, volunteers, and service contractors, as well as the Caribe Royale Orlando, and its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates against all losses, damages, injuries, claims, costs or expenses, including reasonable attorney's fees and other defense costs, settlements and judgments incurred by reason of any claim arising out of or related to Exhibitor's operation of the exhibit or its occupation or use of any part of the Caribe Royale Orlando.
 - 9.3. By accepting exhibit space, Exhibitor agrees to insure (at Exhibitor's own expense) its materials, goods, wares and exhibits against theft, damage, loss or injury of any kind. By accepting such exhibit space, Exhibitor agrees that the providing of security guards by CPS in no way modifies the rights and obligations of the parties with respect to the waiver and release of liability and indemnification set forth in this Section 9.
 - 9.4. CPS, its officers, directors, employees, agents, volunteers, service contractors, and the Caribe Royale Orlando, shall not be subject to any claim, demand, liability, lawsuit, judgment, award of any type, for any damage or injury to person or property which arises directly or indirectly from the actions or failure to act of one or more Exhibitors, their employees, agents, contractors, or persons on or about the premises with a badge of an Exhibitor. Such Exhibitor or Exhibitors shall jointly or severally reimburse and hold harmless CPS, its officers, directors, employees, members, agents, volunteers, service contractors, and the Caribe Royale Orlando, and its servicing agents against any liability resulting there from, including without limitation, attorney fees and any other costs incurred as a result of said lawsuit or judgment. No person has authority to waive, modify or change, in any way, the provisions of this Section 9 by means of any oral representation. Any waiver, modification, or other change to this Section must be in writing, executed by the Chief Executive Officer of CPS. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Caribe Royale Orlando, its owners or managers which result from any act or omission of Exhibitor.
10. Release. Exhibitor hereby agrees to permit CPS to use video captured and any still images of Exhibitor's intellectual property at the Meeting in perpetuity for public relations and/or marketing activities on behalf of CPS and/or its affiliate companies ("CPS Marketing"). Exhibitor consents, authorizes and licenses CPS, its affiliates, and others acting at CPS's direction to reference Exhibitor and include Exhibitor's name, logos, trademarks and/or insignia ("Customer References") in CPS Marketing. CPS may use, copy, exhibit, publish, and distribute CPS Marketing which may include Customer References, in whole or in part.
11. COVID-19. Exhibitor certifies that all of its representatives, employees, or agents that are in attendance at the Meeting have completed the primary vaccination series for COVID-19 or have a documented exemption from vaccination requirements and have received a negative COVID-19 test within two (2) days prior to attending the Meeting. Upon request from CPS, Exhibitor shall provide to CPS proof of vaccination or documented exemption and negative COVID-19 test for those persons in attendance on behalf of Exhibitor. Exhibitor and its representatives, employees, or agents shall not attend the Meeting if they are suffering from symptoms of COVID-19 or have had a close contact pursuant to the current guidance of the CDC. Unless required by local, state or federal ordinance, masks are optional for all attendees.