



## **2027 Exhibitor Booth Space Application & Contract Terms & Conditions**

This Application & Contract to participate in the ASHE International Summit & Exhibition on Health Facility Planning, Design & Construction (“PDC Summit”) at the Ernest N. Morial Convention Center, LA (“Event Facility”) over February 28-March 3, 2027, including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the American Hospital Association (“AHA”). The individual signing this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application & Contract by AHA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application & Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between AHA and exhibiting company (“Exhibitor”).

### **1. SHOW MANAGEMENT**

Smithbucklin will orchestrate management of Event and will be known as AHA Show Management. Smithbucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. Smithbucklin acts as a liaison between exhibitors, AHA and all official contractors. If you have any questions about your exhibit booth, contact Smithbucklin directly.

**Smithbucklin**  
330 N. Wabash Ave.  
Ste. 2000  
Chicago, IL 60611 USA  
Phone: 202-367-2314  
E-mail: [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com)

### **2. EXHIBIT BOOTH COST**

For purposes of this Application & Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

\$37.00/sq. ft. or \$3,700 per 10’ x 10’ booth  
\$500 corner fee

Exhibitors are provided with (3) complimentary Exhibit Hall badges and (1) complimentary Full Conference badge for the first 100 sq. ft. of exhibit space purchased. Exhibitors are provided with (4) additional complimentary Exhibit Hall badges for every additional 100 sq. ft. of exhibit space purchased. AHA Show Management shall publish additional information about exhibitor registration and badges in the Exhibitor Services Manual.

### **3. ASSIGNMENT OF SPACE**

For all Applications & Contracts received on or before March 11, 2026, space is assigned via Onsite Space Selection during the 2026 AHA PDC Summit at the George R. Brown Convention Center on March 8 - 11, 2026. Assignment order is based on the AHA priority point system. Exhibitors may request their point balance and details on how points are earned from AHA Show Management. For all Applications & Contracts received after the Onsite Space Selection is complete, space will be assigned on a first-come, first-served basis.

AHA Show Management shall publish a floor plan online of all booth assignments. All Exhibitors should frequently review their booth location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. AHA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

AHA and AHA Show Management also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, AHA reserves the right to adjust the floor plan and relocate exhibit booths as necessary. The preferences given for booth space locations are a guidance and are not guaranteed by AHA.

AHA Show Management will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, the Exhibitor shall submit a written request, including the requested size of space to [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com). Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by AHA Show Management.

AHA reserves the right to change Event Hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

#### **4. PAYMENTS, CANCELLATIONS & REFUNDS**

Exhibitors must remit 100% percent of their total fees within **30 days of receipt** of their invoice from AHA Show Management. Full payment must be received on or before October 2, 2026, regardless of Applications & Contract submission date. AHA reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment by the deadline date.

Credit card payments can be made online using American Express, MasterCard or Visa. Make all checks payable to AHA Annual Conference and remit to the following address via the U.S. Postal Service:

AHA  
75 Remittance Drive  
Suite 1272  
Chicago, IL 60675 USA

Alternatively, Exhibitor may remit via overnight courier (e.g., FedEx) to the following address:

AHA-AHA-91272  
5503 North Cumberland Avenue  
Chicago, IL 60656 USA

Exhibitors who wish to pay by ACH/wire must email [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com) for remittance instructions.

AHA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official contractors to deny goods and services.

#### **5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

Cancellation of exhibit space must be directed to Smithbucklin at the address outlined in Section 1 with proof of delivery requested on or before the cancellation deadline. As an alternative, cancellation of exhibit space may be sent via email to [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com) provided that the cancelling Exhibitor obtains confirmation of Smithbucklin's receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial space selection and March 25, 2026, Exhibitor is not responsible for any monies owed to AHA. For cancellations of space received between March 26, 2026, and October 1, 2026, Exhibitor is responsible for, and AHA shall be entitled to retain 50% percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between March 26, 2026, and October 1, 2026, Exhibitor is responsible for, and AHA shall be entitled to retain 50% percent of the canceled Exhibit Booth Fee as a cancellation fee. Full payment is required, and no refund whatsoever will be made on cancellations or reductions of space received after October 2, 2026. Should an Exhibitor cancel even partial space after October 2, 2026, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to AHA's cancellation of the Event pursuant to Section 6.

## **6. CANCELLATION OR CHANGES TO EVENT BY AHA**

If for any reason beyond AHA's control AHA determines that the PDC Summit must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AHA shall not refund the rental fees paid to it by Exhibitor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AHA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AHA for space in the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AHA to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless AHA, its directors, officer's employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AHA's control. The terms of this provision shall survive the termination or expiration of this Applications & Contract.

## **7. ELIGIBILITY TO EXHIBIT**

AHA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AHA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Application & Contract to the time of the Event and should AHA determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, AHA may notify the Exhibitor and may terminate the Application & Contract without liability upon written notice to Exhibitor. Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials for other companies.

## **8. SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of the AHA Annual Conference as determined by AHA in its sole discretion.

## **9. PROMOTIONAL ACTIVITIES**

Further, Exhibitors shall not engage in any promotional activities which AHA determines to be outside the purpose and/or character of the AHA PDC Summit as determined by AHA in its sole discretion.

## **10. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted during the Event at any time. Payment and/or orders may be taken for future delivery.

## **11. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to AHA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify AHA of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AHA, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AHA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

## **12. USE OF AHA NAME**

AHA, AHA PDC Summit and Event logo are registered trademarks owned by the AHA. Participation by an Exhibitor in the Event does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference the AHA PDC Summit and use the Event logo with reference to the Exhibitor's participation as an Exhibitor at the AHA PDC Summit. Participation in the Event does not imply endorsement or approval by AHA of any product, service or participant and none shall be claimed by any participant.

## **13. BADGES**

Exhibitors are provided with (3) complimentary Exhibit Hall badges and (1) complimentary Full Conference badge for the first 100 sq. ft. of exhibit space purchased. Exhibitors are provided with (4) additional complimentary Exhibit Hall badges for every additional 100 sq. ft. of exhibit space purchased. AHA Show Management shall publish additional information about exhibitor registration and badges in the Exhibitor Services Manual.

## **14. MINIMUM AGE FOR ADMISSION**

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

## **15. EXHIBITOR LIABILITY**

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither AHA, its directors, officers, employees, agents, subcontractors nor AHA Show Management (collectively "Event Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE EVENT MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

## **16. INDEMNIFICATION**

Exhibitor agrees that it will indemnify, defend and hold Event Management, AHA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Event Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Event Management. Exhibitor agrees that if Event Management or AHA is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON EVENT MANAGEMENT OR AHA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

## **17. INSURANCE**

Exhibitors are required to maintain and to provide a certificate of insurance to AHA Show Management on or before February 5, 2027, evidencing the following:

- (a) General liability with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits

- (d) Employer's liability with limits of not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$1,000,000
- (f) Personal property and equipment on a special form replacement cost basis

AHA, Smithbucklin Corporation and the Ernest N. Morial Convention Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A-VII.

Exhibitors will not be permitted to set up their booth without submitting the proper certificates. Certificates should be emailed to [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com) or mailed to:

AHA Show Management  
C/O Smithbucklin  
330 N. Wabash Ave.  
Ste. 2000  
Chicago, IL 60611 USA

## **18. DISPLAYS OUTSIDE EXHIBIT AREA**

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by AHA.

## **19. HOTEL ROOMS, SUITES & MEETING ROOMS**

AHA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the AHA housing block. These controls have already been set up with each property. The Meeting Space Request Form should be used to submit requests for function space, including meeting and hospitality rooms. You may submit your application for meeting space online on the 'Exhibitor Resource' page of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Event Hours (8:00 AM - 6:30 PM on Monday, March 9, 8:00 AM – 5:00 PM on Tuesday, March 10; 8:00 AM – 12:00 PM on Wednesday, March 11). No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of the AHA PDC Summit are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with AHA.

## **20. ATTENDEE LISTS**

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that no other individual or organization is authorized to market or to sell attendee lists of AHA. Such lists shall only be used for a (1) time mailing of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold AHA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

## **21. FIRE REGULATIONS**

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Fire Marshal.
- (b) Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Facility and from AHA.
- (c) Exhibitor agrees to abide by the National Fire Protection Association. Basic Fire Code Regulations: The National Fire Protection Association (NFPA) 101 Life Safety Code 1997 that has been adopted with specific revisions by the Facility.

Reference copies of the fire code are available from George R. Brown Convention Center. Exhibitor can request a copy via email by emailing [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com).

## **22. LABOR RELATIONS**

- (a) Full-time employees of exhibiting companies may set up their own exhibits without the use of power tools or ladders. Any labor services that may be required beyond what your regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through The Expo Group. Proof of full-time employment status may be requested by the Union Steward of any personnel working in your booth.
- (b) Exhibitors may hand carry their own materials into the exhibit facility. The use or rental of flat trucks and other mechanical equipment, however, is not permitted. The Expo Group controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading or reloading at the dock of any and all contracted carriers will be handled by The Expo Group.
- (c) If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, the Exhibitor must register their EAC no later than February 5, 2027. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with AHA in order for any EACs to gain access to the Exhibit Hall. All EACs are required to wear both a Facility Access Credential and individual event credentials at all times.
- (d) The Facility and The Expo Group have reserved the right to update, change or amend the labor rules and/or labor credential process outlined above. AHA shall inform all Exhibitors of any changes or amendments.

## **23. EXHIBITOR SERVICES MANUAL & SHOW RULES & REGULATIONS**

In October, The Expo Group distributes an Exhibitor Services Manual to each Exhibitor that provides Exhibitors with complete shipping instructions, production information, and other forms for all services needed during set-up, Event Hours and dismantle. The Expo Group discount deadline is February 5, 2027.

Exhibitor agrees to abide by the Show Rules & Regulations and Use of Space Guidelines as published in the Exhibitor Services Manual. Exhibitor may request a copy of the Show Rules & Regulations and Use of Space Guidelines in advance of their publication in the Exhibitor Services Manual by contacting AHA Show Management at [ASHE@smithbucklin.com](mailto:ASHE@smithbucklin.com).

## **24. WARRANTIES**

AHA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, AHA, or their respective employees, agents or contractors.

## **25. DO NO HARM**

Exhibitor agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of AHA, AHA and their members. Exhibitor further agrees not to harm, disturb, disrupt, or otherwise interfere with AHA's operations, including Event. Exhibitor shall immediately notify AHA Show Management of any knowledge of or reasonable suspicion of violation of this provision by any Exhibitor, attendee, or other entity.

## **26. RELEASE**

IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN EVENT, EXHIBITOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL FOREVER RELEASE, WAIVE, AND HOLD HARMLESS ASHE AND/OR THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, INJURY, DAMAGE, LOSS, OR EXPENSE THAT MAY ARISE, DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE, REGARDLESS OF WHETHER CAUSED BY FAULT ON THE PART OF ANY INDEMNIFIED PARTY IN CONNECTION WITH THE ATTENDANCE OF EXHIBITOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL AT A AHA HOSTED IN-PERSON EVENT. EXHIBITOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL UNDERSTAND THIS RELEASE AND WAIVER IS

INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND THAT IF ANY PORTION OF THIS RELEASE AND WAIVER IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT. THIS RELEASE AND WAIVER SHALL EXTEND TO AND BE BINDING UPON EXHIBITOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL AND EACH OF THEIR RESPECTIVE ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES.

## **27. AMENDMENTS/ INTERPRETATION**

AHA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AHA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of AHA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events or Events of AHA.

## **28. ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or AHA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns. Exhibitor may not assign any of its rights or obligations under this Contract without the prior written consent of AHA Show Management.

## **29. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, THE AHA PDC SUMMIT, AHA , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "AHA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE AHA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT AHA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE AHA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY AHA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.