

## **TAFP Exhibitor Rules and Regulations**

A signed application becomes a binding contract when information is received and accepted by TAFP. Cancellation of Contract to exhibit must be made in writing to TAFP. If written notice of cancellation is received more than 45 days before first show date, a full refund less a \$75 administration fee will be made for each tabletop exhibit that is canceled. A 50% refund will be made for cancellations made 44-30 days before the first event date. No refunds will be given for cancellations made less than 30 days before first event date or for no-show exhibitors. All balances due must be paid in full before the event begins.

1. The Texas Academy of Family Physicians acts for exhibitors and their representatives in the capacity of agent, not principal. The Academy assumes no liability for acts of omission or commission in connection with this agency. Exhibitor and all representatives hereby release TAFP from any and all liabilities for loss or damage ensuing from any cause whatsoever.

2. Eligibility to exhibit for any company or product is determined by TAFP. At its discretion, TAFP may forbid installation or require the discontinuance of an exhibit or promotion, wholly or in part. The acceptance of a product or service for exhibit does not constitute an endorsement by TAFP.

3. As a matter of safety and courtesy to others, exhibitors should dismantle their exhibits after the final exhibit break of the event. Disqualification from exhibiting at future events may be enforced by the Academy should dismantling occur before that time.

4. The Academy assumes no liability for loss or theft of any exhibit material or product. All exhibit material must be removed from the exhibit area no later than 6:30 p.m. on the event date or it will be removed and stored by the Academy at the exhibitor's expense. No exceptions are allowed. It is strongly suggested that valuables be taken from the exhibit area to protect them. It is assumed that the exhibitor's personnel accepted responsibility for leaving any items in the exhibit area.

5. Subletting space is not permitted. Two or more companies may not exhibit in a single space.

6. Exhibits should not project beyond the space allotted. They should not obstruct the view or interfere with other exhibitor or attendee floor traffic.

7. Gifts distributed from exhibitors must be of minimal value, related to a physician's work, such as pens and notepads. In accordance with the AMA's Gifts to Physicians, items given away should not be valued at more than \$100 per item.

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8. No processing of sales transactions, generating of invoices or generation of purchase orders is permitted unless the exhibitor supplies the Academy with a valid Texas Sales Tax Permit. The exhibitor is responsible for complying with state and local laws regarding collecting sales tax on items sold.

9. The Academy requires that all exhibits comply with ACCME regulations regarding Exhibits and Other Commercial Activities. No promotional materials shall be displayed or distributed in the same room immediately before, during, or immediately after an educational activity accredited for continuing medical education. Representatives providing commercial or in-kind support may attend an educational activity but may not engage in sales activities while in the room where the activity is taking place.

10. Products that require approval of the Food and Drug Administration (FDA) for marketing must receive FDA approval before being eligible to exhibit. Exhibitors may be required to show evidence of FDA approval. This requirement applies to medical devices, drugs, cosmetics, and other FDA-regulated products. In accordance with this policy, if non-FDA-approved products or services which require FDA approval are exhibited, the Academy may forbid installation, or require removal of the exhibit or discontinuance of any promotion, wholly or in part.

11. Exhibit materials may not be glued, nailed, or otherwise affixed to walls, doors, floors, or curtains which might cause defacement. Damage from failure to observe this notice is payable by exhibitor. All signs must be displayed in a professional manner.

12. Interviews, demonstrations, distribution of literature, samples or discussions should take place inside the exhibit area in order to avoid infringement of rights and privileges of other exhibitors.

13. To ensure an orderly and on-time move-in and move-out, TAFP events conform to the rules and regulations as formulated by the International Association of Exhibition & Events and the Exposition Service Contractors Association. These rules specify exactly how an exhibitor may use the services of a firm other than the official Academy decorator to install and dismantle exhibits. Exhibitors must notify the Academy at least 30 days before the beginning exhibition date.

14. Contractors must supply the Academy with the names of each exhibitor they will service and provide the Academy with a copy of their Certificate of Insurance at least 30 days before the beginning exhibition date.

15. Combustible materials used in the exhibit area must be flameproof in accordance with the host city's Fire Department Codes. Use or storage of flammable liquids, gases or solids is strictly forbidden. Smoking is not allowed in any Academy sponsored areas of the host location.

16. Persons, companies, or organizations that have not contracted with the TAFP to occupy space in the exhibit area will not be permitted to display or demonstrate products, processes, or services, solicit orders, or distribute advertising materials in the event facility, parking lots or at the Academy headquarters hotel. Noncompliance with this regulation will result in the prompt removal of the offending organization and property from that area.

17. The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury to persons or damages to exhibitors displays, equipment or other property brought upon the premises if the convention center and hotel and agrees to indemnify, defend and hold harmless the Group, the convention center, the hotel and its owners, servants, agents and employees against all claims or expenses for such losses, including reasonable attorney's fees, arising out of the use of the convention center and hotel or its owners, servants, agents or employees. The exhibitor understands that neither the Group nor convention center maintains insurance covering the exhibitor's property nor lost revenue and it is the sole responsibility of the exhibitor to obtain such insurance.

18. Exhibitors or their representatives who fail to observe these conditions or who in the opinion of the Academy conduct themselves unethically, may be dismissed from the exhibit area or any other building area used by the Academy without refund or appeal for redress.

19. Before any exhibit can be removed from the building, exhibitors must make arrangements with Academy show management for the payment of any charges incurred by the exhibitor in connection with exhibiting therein.

20. Advertising, canvassing, or soliciting business is permitted only in the space assigned within the exhibit area.

22. Exhibitors may provide education within the confines of their exhibit space and are encouraged to do so as an added attraction. Exhibit area education cannot be approved for CME credit. Exhibitors providing exhibit area education must display a sign in the lecture area that states, "This educational session does not qualify for CME credit."