

Exhibitor Regulations
Texas Academy of Physician Assistants
2010 Annual CME Conference, Feb. 26 – 27, 2010, Houston, TX

Defined Terms:

- a) The term “TAPA” means the Texas Academy of Physician Assistants and each of its respective officers, directors, staff, agents and representatives.
- b) The term “TAPA Show” means the Texas Academy of Physician Assistants 2010 Annual CME Conference, Feb. 26 – 27, 2010 in Houston, Texas, USA. The TAPA Show and all portions thereof, is owned, sponsored, produced, and managed by the Texas Academy of Physician Assistants.
- c) The term “Exhibitor” means, collectively, the company or person that applied for exhibit space and agreed to enter into the contract upon acceptance by TAPA.

Qualifications of an Exhibitor: TAPA Show management will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the TAPA Show. Exhibitors shall be limited to those whose products or services are related to medical, professional, or practice interests. TAPA reserves the right to refuse to provide exhibit space to any exhibitor not compatible with the general character and objectives of the TAPA Show, or if the TAPA Show is full upon receipt of the application.

Compliance:

- a) Smoking inside the TAPA Show is prohibited.
- b) Exhibitors may not serve alcohol inside the TAPA Show.
- c) TAPA Show management reserves the right to reject, remove or prohibit any exhibit/display in whole or in part, or any Exhibitor or its representatives if, in the opinion of TAPA Show management, the exhibit or the activities of the Exhibitor or its representatives violates the contract, the Rules or Regulations, or are detrimental to the goals and purposes of the TAPA Show.
- d) Prohibited or inappropriate conduct which results in the Exhibitor removal will also result in the forfeiture of all exhibit fees, or any other fees; the Exhibitor will remain liable for any damages due to its actions.
- e) Use of a booth space by two or more firms is not permitted. Subletting of space is not permitted.
- f) Any Exhibitor who is a “no show,” meaning that the booth is not set up and staffed by the show opening time, without prior permission, will forfeit his/her booth space for the duration of the TAPA Show. Non-attendance does not constitute cancellation on

the Exhibitor's part, and no refunds or credits will be issued. TAPA Show management will replace a "no show's" booth space as it determines is in the best interest of the TAPA Show.

- g) **"Suitcasing"** is prohibited. Suitcasing is the act of soliciting business in the aisles during the exhibition or in other public spaces, including another company's booth or a hotel lobby.

Do Not Call Waiver – The Exhibitor consents and agrees to receive messages regarding the TAPA Show via email or fax.

Assignment of Exhibit Space:

- a) Exhibitor may consider his/her space as reserved in the TAPA Show upon acceptance of the application. However, placement in the hall will not be assigned until full payment has been received. Bronze, Silver, Gold, and Diamond exhibitors will receive premier placement. Standard exhibitors will be assigned the next available space closest to the exhibit hall entrance upon payment in full. Payment must be received by January 30, 2010 or TAPA reserves the right to cancel the Exhibitor's contract.
- b) Exhibitors and Supporters will be listed as such in the initial physician brochure if application is received and accepted by December 1, 2009.
- c) TAPA Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor's exhibit space, without prior notice, if TAPA Show management determines that it is in the best interest of the TAPA Show.

Payment Policy:

- a) Payment need not accompany the signed application. The Exhibitor will be listed in the initial physician mailing brochure if the application has been received by December 1, 2009.
- b) Payment must be received by January 30, 2010 in order to be listed in the on-site materials as an Exhibitor, and to avoid cancellation.
- c) Types of payment: check drawn on a US bank, credit cards (VISA, MC, AMEX)

Cancellation by Exhibitor

- a) A full refund will be made to the Exhibitor if written notice is received by January 20, 2010.
- b) After this date, no refunds will be issued. There will be no credit for resale of space.
- c) This cancellation date will apply regardless of the date on which TAPA Show accepted the Exhibitor's application.

- d) TAPA assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TAPA Show.

Cancellation by TAPA:

- a) If, after the contract is entered into, the TAPA fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TAPA Show, due to fire, strikes, authority of the law, act of God or any other cause or reason, and the Exhibitor is not responsible for such failure, the Exhibitor's sole and exclusive remedy shall be the return of all monies that it has paid in connection with the Application/Contract. In such case, the TAPA shall bear no further liability or responsibility under such agreement.
- b) If Exhibitor fails to make payment by the deadline, TAPA Show management may terminate the contract.
- c) TAPA Show management reserves the right to refuse Exhibitor permission to move in and set up and exhibit if the Exhibitor is in arrears of any payment.

Relocation: TAPA Show management reserves the right to cancel, rename, or relocate the TAPA Show or change the dates on which it is held. In the unlikely event that TAPA Show management relocates the TAPA Show to another facility within the same city, or changes the dates to dates that are not more than 30 days earlier or 30 days later than the dates on which the TAPA Show originally was scheduled, no refund will be due the Exhibitor, but TAPA Show management will assign to the Exhibitor, in lieu of the original exhibit space, such other exhibit space as TAPA Show management deems appropriate. The Exhibitor agrees to use such space under the terms of the contract.

Insurance Requirements and Exhibitor Appointed Contractors

- a) Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others.
- b) The Exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the contract for exhibit space, workers' compensation insurance in full compliance with all federal and state laws governing all of the Exhibitor's employees engaged in performance of work for the Exhibitor.
- c) Policies shall list TAPA as a named additional insured.
- d) Carrier must be licensed to do business in Texas.
- e) If requested by TAPA, Exhibitor may be required to submit a certificate of insurance evidencing the required insurance.

- f) Exhibitor Appointed Contractors (EAC) are individually required, at their own expense, to secure and maintain insurance coverage equivalent to that listed above, and may also be asked to furnish a certificate of insurance.
- g) Any EAC must adhere to and will be bound by the Rules and Regulations and terms stated in this contract.
- h) Exhibitors will be responsible for their EAC's.

Exhibit Booth Details

- a) Each Exhibitor will be provided with a 6' by 24" draped table and two chairs. Exhibitors must conform to this or equivalent floor space.
- b) Telephone service, electricity, decorating services, and internet connections are not provided by TAPA. The ballroom is carpeted.
- c) Security guard services are not provided by TAPA. All items brought into the facility are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding of their exhibit and its contents at all times.

Social Functions: Exhibitors agree to not hold any private events earlier than 8 pm on Friday, as this would conflict with the Texas Physician Assistant Foundation Auction. Exhibitors are welcome to host private social events on Friday evening after 8 pm, and anytime after 8pm on Saturday evening.

Promotional Errors: TAPA will not be liable for any errors or omissions in the TAPA Show's attendee lists, websites, newsletter or any other promotional or on-site materials. TAPA assumes no responsibility for having included the name of a cancelled Exhibitor in material related to the TAPA Show.

For more information, contact

Kristina Haley

Exhibits Coordinator

Texas Academy of Physician Assistants

401 W. 15th St.

Austin, TX 78701

(512) 370-1537; fax (512) 370-1626; Kristina.Haley@texmed.org