

# EXHIBITOR CONTRACT

## LOYALTY PROGRAM AND SPACE ASSIGNMENT PROCESS

The SHM Industry Partners Loyalty Program recognizes and rewards companies that have contributed to SHM's success year after year. The Program provides a fair and equitable points system with multi-level rewards, recognizing companies that have exhibited from 2007 without missing more than (3) years of conferences. Companies will receive one point for each year they have exhibited at the SHM Annual Conference, regardless of the size and/or location of their booth. SHM, at its discretion, may award additional loyalty points from time to time outside the method described in this section. In order to maintain a company's loyalty point number, exhibitors must participate once in a three-year period.

The Loyalty Program rewards those that have achieved Platinum level status with 1<sup>st</sup> wave selection of exhibit space. Companies that have achieved Gold level status will be rewarded with 2<sup>nd</sup> wave selection. After the 2<sup>nd</sup> wave selection all additional previous exhibitors will then be able to register for booth space. The Loyalty Program will remain in effect until August 31, 2017. Where ranking is the same, the earliest received date will prevail.

The company contact on record will receive an email with a log-in and password to enter the registration system during a specific time frame based on the company's current Loyalty Program level. If you miss this log-in time, you can then register after the Loyalty Program levels cut-off. After August 31, 2017, space will no longer be assigned based on loyalty points but will be available on a first-come, first-served basis. SHM makes every effort to accommodate your preferred location.

## CANCELLATION AND REDUCTION POLICY

Cancellation and reductions must be received by the SHM Exhibits Team in writing (email or fax). SHM will use the date of receipt of the notice as the official cancellation/reduction date.

- If an exhibitor cancels or reduces space on or before October 17, 2017, the fee is 25% of the total exhibit space.
- If an exhibitor cancels space between October 18, 2017 and February 6, 2018, the fee is 50% of the total exhibit space.
- If an exhibitor reduces space between October 18, 2017 and February 6, 2018, the fee is 50% of the difference in price between the original space and the reduced space.

- If an exhibitor cancels space between February 7, 2018 and March 6, 2018, the fee is 75% of the total exhibit space.
- If an exhibitor reduces space between February 7, 2018 and March 6, 2018, the fee is 75% of the difference in price between the original space and the reduced space.
- If an exhibitor cancels or reduces space after March 7, 2017, the fee is 100% of total original exhibit space, irrespective of the reason for cancellation or reduction.

## FLOOR PLAN

A preliminary floorplan is available online and attached. SHM reserves the right to rearrange the floorplan at any time and to relocate exhibitors if it becomes necessary for causes beyond the control of SHM or is advisable in the best judgment of SHM. SHM will notify exhibitors prior to relocation of exhibit space.

## STAFFING OF EXHIBITS

SHM grants complimentary exhibit hall badges for two (2) representatives per 10x10 space. Additional exhibitor badges will cost \$75 per badge. Purchasable exhibit personnel badges are limited to (8) additional personnel badges. SHM allows one (1) Discounted Conference Registration per 10x10 space (\$425). Exhibits must be staffed and operational during all scheduled exhibit hours. Booths that are not staffed during these hours will lose their loyalty points.

## EXHIBIT HALL BADGES

Exhibitors must register and obtain their badges from the exhibitor registration desk on-site at the Orlando World Center Marriott. Without badges, exhibitors cannot enter the Exhibit Hall. Exhibitor badges allow access to the Exhibit Hall during installation, dismantling and all exhibit hours. Exhibit Hall access before or after these hours must be requested in writing and approved by the SHM exhibit team. Installation and dismantling companies and other exhibitor-designated contractors must obtain work identification for their personnel from the official SHM General Service Contractor (Hargrove). Work identification allows access to the Exhibit Hall during move-in and move-out only. Access will be denied during exhibit hours.

Exhibit Hall badges do not allow access to educational sessions. Access to educational sessions can be purchased before the start of the conference or on-site.

## EXHIBITOR SERVICE MANUAL

An Exhibitor Service Manual containing the necessary forms for ordering equipment, exhibitor badges and services for booths will be made available to each exhibitor in January 2018. The Exhibitor Service Manual will not be distributed until receipt of final payment and approval.

## INSTALLATION AND DISMANTLING OF EXHIBITS

The specific requirements as to time for installation and dismantling of exhibits are set forth in the Exhibitor Catalog and Exhibitor Service Manual supplied to each exhibitor. Exhibitors agree to wait until the official hall closing time before dismantling booths, regardless of traffic flow. Dismantling of exhibits prior to the official hall closing time may result in loss of loyalty program status and/or additional action as deemed by SHM.

## NONPROFIT EXHIBIT SPACE FEES

A nonprofit exhibit fee is available to qualified organizations and is limited to nonprofit organizations, IRS tax code 501[c][3] or 501[c][6] and/or as approved by SHM. All companies seeking nonprofit status must request nonprofit pricing and provide proof of nonprofit status. Nonprofit pricing is not available retroactively.

## TERMS AND CONDITIONS

As a condition for exhibiting, each exhibitor shall agree to observe all stated policies in this contract. SHM reserves the right to refuse exhibit space to any applicant at its sole discretion. Exhibitors or their representatives who conduct themselves in an unprofessional manner may be dismissed from the Exhibit Hall without refund or appeal. SHM reserves the right to amend any and all rules and regulations at any time.

# ADDITIONAL RULES AND REGULATIONS

### Official General Service Contractor

Hargrove, Inc.  
One Hargrove Drive  
Lanham, MD 20706  
Phone: 888-790-9792  
Fax: 301-306-9318

The official general service contractor is responsible for labor arrangements, furniture rental and placement of incoming and outgoing freight, signage and drayage service. It also serves as liaison between the exhibitor and other subcontractors (cleaning, electrical or other) and is there to ensure a smooth operation within the Exhibit Hall.

## USE OF EXHIBITOR-APPOINTED CONTRACTORS

If you plan to use a service contractor other than the official contractor, notify the SHM Exhibit Team in writing by March 16, 2018, otherwise the exhibitor-appointed contractor will not be permitted to set up your booth. EACs are required to provide a rendering of your booth

to SHM for approval. Renderings are due before March 23, 2018. EACs are required to furnish SHM with an insurance certificate in the amount of \$1,000,000 liability to include property damage prior to the conference. The certificate must indicate full coverage for the installation and dismantle dates. Companies using an EAC must also inform SHM's decorator, Hargrove. In order to do so, please refer to the Hargrove Exhibitor Service Manual for the use of exhibitor-appointed contractor forms and regulations.

## COMBINATION OF EXHIBIT SPACE

Two or more firms may not exhibit in a single space without prior approval from the SHM Exhibit Team.

## BOOTH OPERATIONS

Exhibitors should not operate in a way that violates the rights of another exhibitor. Exhibitors may not obstruct the view or interfere with the traffic of other exhibitors. General promotion, demonstration and distribution of literature/samples must take place inside your assigned

booth. Exhibit areas should be kept clean and in good order. No part of any exhibit, or related signs, shall be posted, nailed or otherwise attached to columns, walls, floors or other parts of the building or its furniture, in any way to deface them. The exhibitor is liable for damage from failure to observe these rules.

## BOOTH CONFIGURATIONS AND POLICIES

### Standard 10'x10' Booth\*:

- Backgrounds and pop up signs may not exceed 8 feet in height and must not protrude more than 5 feet from the back wall. No exhibit construction can exceed the height of the side rail except in the back half of the booth.
- All signs and furniture must be contained in the exhibitor's defined 100 square feet. No materials may block the aisles.
- The exhibitor must drape the reverse side of any wing or unfinished back panel extending from the back wall of the display to avoid a raw exposure to a neighboring booth and/or to an aisle. If draping is not in place by April 8, 2018 at 6:00pm, SHM will have Hargrove place draping at the exhibitor's expense.
- The Orlando World Center Marriott does not permit noticeable storage of exhibitor's crates and shipping materials in the booth. If shipping materials and/or crates are not stored properly by April 8, 2017 at 6:00pm, SHM will have those items removed from the booth and stored at the exhibitor's expense.

\*Corner 10'x10' booths may choose to remove the 3' side rail along the aisle.

### Island Booths (10'x20', 20'x20' and larger):

- All island booths should be constructed to allow access from all sides.
- The maximum height of an island booth is 15 feet.
- Hanging signs must allow for a 18' clearance from the floor to the bottom of sign.
- All renderings of island booth builds must be sent to the SHM Exhibits Team by no later than March 23, 2018 for approval.
- All required booth rigging must be arranged through Hargrove and Orlando World Center Marriott Exhibitor Services.

## INDUSTRY GUIDELINES

In recent years, much attention has been given to the relationships between the pharmaceutical and medical device/equipment industry and healthcare professionals. Gifts, individual relations and professional education have been topics at the forefront of discussion. SHM reminds all exhibitors of their responsibility to be aware of and abide by all applicable association codes

including but not limited to those listed below:

- Advanced Medical Technology Association (AdvaMed) - Code of Ethics for Interactions with Health Care Professionals
- Council of Medical Specialty Societies - Code for Interactions with Companies
- American Medical Association Opinion 8.06; Opinion 8.061: Gifts to Physicians from Industry
- Office of Inspector General, Department of Health and Human Services - Compliance Program Guidance for Pharmaceutical Manufacturers
- Pharmaceutical Research and Manufacturers of America (PhRMA) - Code on Interactions with Healthcare Professionals

## DISTRIBUTION OF PRODUCT

FDA Regulations: Exhibitors must abide by all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approval requirements. Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices.

The FDA also forbids the promotion of approved drugs or devices for unapproved uses. All products that have not been FDA approved for a particular use in humans or that are not commercially available in the United States will be permitted to be exhibited only when accompanied by appropriate signage indicating the device's clearing status. The signs must be easily visible and placed near the products themselves and on any graphics depicting the product. The exhibitor shall have available at the booth a letter from the FDA, which describes the allowable use status of the product(s). Exhibitors are cautioned about the FDA's prohibition on promoting cleared-for marketing devices for unapproved uses. Requests for information and guidance should be directed to the FDA.

## SELLING OF PRODUCTS OR SERVICES

Exhibitors may display products that they have manufactured. Exhibitors electing to take orders must do so in a manner consistent with the professional nature of the exhibit and all applicable laws.

## CONTESTS AND DRAWINGS

Prizes, awards, drawings, raffles, lotteries and games of chance are allowed. However, prizes must be less than \$500 in value, follow AMA guidelines, and adhere to local laws and ordinances.

## **SOUND RESTRICTIONS**

No equipment or voice-reproducing machines can be operated in such a manner as to cause a disturbance to other exhibitors. Earphones should be provided, or such devices should be enclosed in a special soundproof booth. SHM reserves the right to determine when sound is interfering with another exhibit and must be discontinued.

## **PHOTOGRAPHY AND VIDEOTAPING**

The taking of photographs, other than by the official photographer, is expressly prohibited.

## **THIRD-PARTY REPRESENTATIVES**

Any agency representing a technical or professional exhibitor must submit their client's name, contact information, address, telephone and fax numbers, signature and title with application.

## **HANDICAPPED AREAS**

The Orlando World Center Marriott is ADA compliant. As new standards are introduced, it is their goal to implement those changes or upgrades in a timely manner. In accordance with the ADA, they are responsible for permanent premises access accommodations, such as, but not limited to, wheelchair lifts, elevator standards, door width standards and restroom accessibility. It is the licensee's responsibility to provide non-permanent accessibility requirements, such as, but not limited to, hearing-assisted or visually-assisted devices, and temporary seating accessibility and/or interpreters.

## **USE OF THE SHM NAME, INSIGNIA, LOGO OR ACRONYM**

The Society of Hospital Medicine, and the Hospital Medicine 2018 (HM18), name, insignia, logo and acronym are proprietary marks and may not be used in signs, advertising or promotions in any media or product literature either inside or outside of the exhibit area, before, during or after the conference, unless prior written approval has been received from SHM.

## **LIABILITY, SECURITY & INSURANCE**

Exhibitors must make provisions for safeguarding their display and property at all times. General guard service will be provided by SHM for the exhibition period, but SHM, the guard service and the Orlando World Center Marriott will not be responsible for the loss of any material by any cause. The exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save the Society of Hospital Medicine,

Hargrove, Inc. and the Orlando World Center Marriott and its employees and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by the exhibitor installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the primary negligence of the Society of Hospital Medicine, Hargrove, Inc. and the Orlando World Center Marriott and its employees and agents, or by acts of God, or by other events beyond the control of the Society of Hospital Medicine.

In addition, the exhibitor acknowledges that the Society of Hospital Medicine, Hargrove, Inc. and the Orlando World Center Marriott do not maintain insurance covering the exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by the exhibitor. A copy of the exhibitor certificate of insurance confirming a minimum coverage of \$1,000,000 aggregate and naming the Society of Hospital Medicine as an additional insured on the insurance certificate is required.

The Society of Hospital Medicine shall obtain and keep in force during the term of the installation and use of the exhibit premises policies of Comprehensive General Liability Insurance and Contractual Liability Insurance insuring and specifically referring to contractual liability set forth in the foregoing paragraph hereof, in amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

## **CANCELLATION OF ANNUAL CONFERENCE**

Upon execution of the exhibitor application, it is mutually agreed that in the event of cancellation of the Annual Conference due to fire, strikes, governmental regulations or causes that would prevent its scheduled opening or continuance, then and thereupon this agreement will be terminated and SHM management shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and previous commitments.