

NOVEMBER 2022 Leadership Academy

Exhibitor Contract Rules & Regulations:

**The below guidelines are hereby incorporated into the Leadership 2022 Registration Form*

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. Demonstrations and distribution of literature and samples should take place inside the assigned booth. Exhibit areas should be kept clean and in good order. No part of any exhibit or sign shall be posted, nailed or otherwise attached to columns, walls, floors or other parts of the building (or its furniture) so it defaces them in any way. The exhibitor is liable for damage from failure to observe these rules.

THIRD-PARTY REPRESENTATIVES:

Any agency representing an exhibitor must disclose their information in the designated space on the Exhibitor Application Form.

USE OF THE SHM NAME, INSIGNIA, LOGO OR ACRONYM:

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

LIABILITY AND SECURITY:

Exhibitors must make provisions for safeguarding their display and property at all times. The exhibitor is responsible for all liability, losses, claims and demands on account of any injury, death or damage to property (including the exhibit area), however occurring, arising from the acts of the exhibitor, his or her employees, agents, licensees or contractors. The exhibitor agrees to indemnify and hold harmless SHM and **The Broadmoor** from and against any and all liability, losses, claims and demands that may arise from or be asserted in connection with the foregoing undertaking and responsibilities of the exhibitor.

CANCELLATION BY VENDOR/ EXHIBITOR: Exhibitor acknowledges that if it cancels or otherwise abandons its planned use of the exhibit space (a "Cancellation"), this action will constitute a breach of this Agreement. Exhibitor agrees to notify SHM, in writing within (5) business days of any decision to cancel. SHM will use the date of receipt of the written notice as the official Cancellation. If a Cancellation occurs, Exhibitor agrees to pay SHM liquidated damages and not as a penalty, as follows:

- If an exhibitor cancels on or before September 29, 2022, the liquidated damages payment is \$500.
- If an exhibitor cancels after September 30, 2022, 100% of the exhibitor fee will apply as liquidated damages.

FORCE MAJEURE:

It is mutually agreed that if for any reason beyond SHM's or the exhibitor's reasonable control make it impossible for event to occur, including strikes, labor disputes, civil disorder, natural disasters/weather, acts of war, acts of God; or make it impossible for SHM to hold the event or exhibitor to exhibit at the event. Under this Agreement, such non-performance is excused, and such party may terminate this Agreement without further liability of any nature. In no event shall SHM or exhibitor be liable for

consequential damages of any nature for any reason whatsoever. Exhibitor will absorb any fees, for both SHM and exhibitor; related to the challenge or dispute of this contract cancellation clause.

DISTRIBUTION OF PRODUCTS

SAMPLES AND PREMIUMS:

Exhibitors may distribute products that they have manufactured. All other premiums or samples are considered acceptable based on the American Medical Association (AMA) guidelines and the Council of Medical Specialty Society's Code for Interaction with Industry. In general, these premiums should be under \$100 in value, relate to the physician's work or benefit the patient and not affect or influence judgment.

FDA REGULATIONS:

Exhibitors are reminded of Food and Drug Administration (FDA) restrictions on the promotion of investigational and pre-approved drugs and devices. Exhibitors also are cautioned about FDA prohibition of promoting approved drugs for unapproved purposes.

SELLING OF PRODUCTS:

Exhibitors may not accept cash, checks or credit cards for merchandise in the exhibit areas however, orders may be taken.

CONTESTS AND DRAWINGS: Prizes, awards, drawings, raffles, lotteries and games of chance are permitted. However, prizes must be less than \$500 in value, are subject to all state and local rules and regulations and follow AMA guidelines.

BY COMPLETING AND SIGNING THE EXHIBITOR APPLICATION FORM, YOU ARE ACCEPTING ALL RULES AND GUIDELINES LISTED ABOVE. SHM RESERVES THE RIGHT TO REFUSE ANY EXHIBIT APPLICATION AT ITS SOLE DISCRETION.