

**American Academy of Family Physicians
Family Medicine Experience (FMX)
AAFP FMX Exhibitor Agreement Terms and Conditions
Phoenix AZ 9/24/24 – 9/28/24**

NOTICE: IT IS IMPORTANT THAT EACH EXHIBITOR FIRST REVIEW THE “[EXHIBITOR ELIGIBILITY SECTION](#)” TO UNDERSTAND EXHIBIT REQUIREMENTS AND CATEGORIES THAT ARE PERMISSIBLE.

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Americans with Disabilities Act

Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its display must be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its booth and display complies with the ADA.

Attorneys' Fees

Should AAFP find it necessary to retain an attorney or attorneys to enforce any of the provisions of this Agreement or to protect its interests under this Agreement, AAFP shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

Booth Space

Acceptance of Exhibitor Agreement

AAFP acceptance of the Exhibitor Agreement is within AAFP's sole discretion and is subject to subsequent verification of applicant's eligibility criteria. The AAFP may upon written notice reject any Exhibitor Agreement and decline to provide booth space at the event to any Exhibitor for any reason in its sole discretion. If an Exhibitor Agreement is rejected, the AAFP will refund Exhibitor's payment in full.

Agencies Requesting Space on behalf of Clients

Agencies requesting space for a client must provide a letter of authorization with the exhibit application from the client.

Assignment of Booth Space

Assignment of booth space does not constitute an endorsement, sanctioning, or approval of any Exhibitor's product/service by AAFP. Exhibitors shall not convey or imply any such endorsement, sanctioning, or approval in any promotional materials either before, during, or after the AAFP FMX.

The prospective Exhibitor must inform the AAFP within one week after receipt of booth space assignment if the assigned space is NOT acceptable. If it is not acceptable, the AAFP will retain a \$100 processing fee for each 10'x10' booth or equivalent and will refund the remainder of the payment made. After one week of Exhibitor's receipt of booth space assignment, cancellation schedule penalties apply.

If an Exhibitor does not want to be located next to or near another exhibiting company, they may notify the AAFP Exhibit Manager, [Aaron Verhei](#) in writing and request to be relocated to an available (open) booth of their choice. If an exhibiting company relocates to a different space, it is responsible for any cancellation fees and additional fees for the space rental. Relocation/move requests must be received prior to **August 30, 2024**. Keep in mind if you request to be moved after the Exhibit Guide printed piece your print information will be incorrect. Note: Exhibitor is responsible for notifying all official vendors of their move request and new booth assignment so freight, booth furnishings, electrical, internet, etc. will be placed in the correct booth onsite. If this is not done, all expenses will be the responsibility of the exhibiting company. AAFP will not ask another assigned company to relocate or move.

Booth Activities/Celebrity Endorsements

- Interviews, demonstrations, detailing, or distribution of literature or samples may take place only inside the assigned booth space. Literature or other materials may not be left or distributed in AAFF common areas (e.g., main aisles, concession tables, exposition hall elements, lounges, registration, hotels, etc.).
- “Button-holing” of attendees is not allowed.
- Advertising, canvassing, or soliciting business is permitted only by Exhibitors, and then only within the space assigned to them.
- Walking actors, robots, characters or other such people or devices may not operate outside the assigned booth space. This includes travel to and from a company’s multiple booths during show hours unless accompanied by company badged booth personnel.
- Demonstration areas may not extend into the aisle line of the exhibit -- space must be left within the exhibit area to accommodate visitors. Presentations within your companies assigned booth space are only allowed in a 20’ x 20’ or larger exhibit space.
- Should visitors interfere with normal traffic or overflow into neighboring exhibits, the presentation must be limited or eliminated.
- Exhibitors using celebrities for in-booth promotions must request permission, in advance, in writing, from [Aaron Verhei](#) prior to **August 30, 2024**. Include the celebrity’s name and the dates/times he or she will appear in Exhibitor’s booth. If necessary, the Exhibitor is responsible for hiring security to assist with crowd control.
- Demonstrations, lectures, or presentations by anyone other than a full-time employee of the Exhibitor is prohibited.
- Exhibitor must submit all requests for booth activities by **August 30, 2024**. Send written requests to [Aaron Verhei](#).

Booth Carpet/Cleaning

Booth carpet/floor covering is **mandatory** and is the responsibility of the Exhibitor. Carpeting must cover the entire booth floor space and may be ordered along with nightly vacuuming through AAFF’s official contractor online on the Official FMX Vendor List. Exhibitors are required to keep their booths clean and free of combustible rubbish. Nightly aisle carpet cleaning will be provided by the AAFF. NOTE: Carpet/floor covering must not pose a tripping hazard, therefore throw rugs are prohibited.

Booth Construction – General

Exposed unfinished sides or exhibit backgrounds must be draped. Exhibits will be inspected during set-up and the decorator, with Exhibit Floor Manager approval, will provide draping when deemed necessary. Charges for draping are the Exhibitor’s responsibility. Exhibit components and signs may not be pasted, taped, nailed, tacked, or otherwise affixed to walls, doors, or any part of the convention center.

Booth Decorations

- Pipe and drape will be provided by AAFF’s official contractor.
- Booths at the Phoenix Convention Center are 10’ x 10’, or in increments of 10’.
- Standard booth construction includes 8’ high White & Grey back drape and 36” high side drape in white. Standard booth drape colors may not be changed by exhibiting companies.
- Aisle carpet color is Tuxedo (black & white).
- A standard 7” x 44” booth ID sign displaying the Exhibitor’s name and booth number is furnished free of charge for standard in-line/linear booths.

- A complete list of booth equipment and prices will be available online Official FMX Vendor List (**available June 1, 2024**).
- NOTE: The purchase of exhibit space does not include tables, chairs, booth carpet, booth furnishings, electrical, internet, lead retrieval, etc.
- No helium- or air-filled balloons may be used as part of booth decorations or inflated to distribute to attendees.

Booth Description

- The online booth description will appear under the Exhibitor's name as is listed in the Exhibitor Agreement in the live floorplan and in the FMX mobile app.
- Descriptions need to be factual and not promotional in nature. Copy will be reviewed and edited at the discretion of the AAFP for all promotion.
- Indicate registered trademarks or other proprietary markings using ® for product names registered with the USPTO and ™ for all trademarks. Please use quotation marks for designating publication names.
- Note: It is the Exhibitor's responsibility to enter all information on behalf of its company by the **August 26, 2024** deadline for the on-site FMX Xchange Map printed piece which will include alpha exhibit list with booth number.

Booth Promotion

Exhibitors will have an opportunity to describe its booth's promotion in a 650 character (including spaces) online booth description on the AAFP FMX live floor plan, in the FMX mobile app. The onsite FMX Xchange Map printed piece will include alpha exhibit list with booth number if entered by **August 26, 2024** through the Exhibitor Login.

Booth Relocation

In the event of conflicts regarding space requests, or conditions beyond its control, the AAFP reserves the right to revise the floor plan prior to FMX. The AAFP will not relocate booths unless an unforeseen circumstance makes relocation unavoidable. In such unlikely event, Exhibitor will be given the option to cancel and receive a full refund of its rental payment if the reassigned space is deemed not acceptable to the Exhibitor within seven business days of receipt of the new assignment.

If an Exhibitor does not want to be located next to or near another exhibiting company, they may notify the AAFP Exhibit Manager, [Aaron Verhei](#) in writing and request to be relocated to an available (open) booth of their choice. If an exhibiting company relocates to a different space, it is responsible for any cancellation fees and additional fees for the space rental. Relocation/move requests must be received prior to **August 30, 2024**. Keep in mind if you request to be moved after the FMX Official Program and Exhibit Guide printed piece, your print information will be incorrect. Note: Exhibitor is responsible for notifying all official vendors of their move request and new booth assignment so freight, booth furnishings, electrical, internet, etc. will be placed in the correct booth onsite. If this is not done, all expenses will be the responsibility of the exhibiting company. AAFP will not ask another assigned company to relocate or move.

On-site booth relocations by Exhibitors and/or move requests by Exhibitors are strictly prohibited due to the logistical burdens and increased costs AAFP would incur in accommodating such relocations/move

requests. Questions onsite – see Aaron Verhei, Exhibit Manager or Jill Vetter, Senior Sales Manager, Strategic Events and Events in the AAFP Exhibit Show Management Office or email [Aaron Verhei](mailto:Aaron.Verhei).

Booth Types

Island Exhibit Booths

Island exhibit booths may extend to a height of 20' with full use of the floor space permitted. However, demonstration areas may not extend to the aisle line of the exhibit; space needs to be left in the exhibit to accommodate spectators. Some groups of booths that abut each other but are not shown on the floor plan as island booths, may be converted to islands. These floor plan changes must be approved by the fire marshal and the appropriate island surcharge fee must be paid to the AAFP. Some aisles may be blocked to create islands not shown on the floor plan, except for those providing free access to emergency exits or those designated as fire lanes.

Peninsula Booths

Peninsula or Endcap Booths are not allowed.

Standard/Linear In-line Booths

Standard In-line Booths may not exceed 8' back wall height including signage, even if they are against a hard wall due to Convention Center emergency light notifications or ventilation ports that could be blocked. Banner stands must be placed on the floor. No solid exhibit construction may exceed 48" in height, except in the rear one-half of the booth. For example, in a standard 10' x 10' booth, any construction or product above 48" must begin 5' back from the aisle line.

Corner Booths

Corner Booths may not exceed 8' back wall height including signage, even if they are against a hard wall due to Convention Center emergency light notifications or ventilation ports that could be blocked. Banner stands must be placed on the floor. No solid exhibit construction may exceed 48" in height, except in the rear one-half of the booth. For example, in a standard 10' x 10' booth, any construction or product above 48" must begin 5' back from the aisle line.

Standard/Linear, and Corner exhibit booths include 8' white back drape, 3' white side drape, and a booth ID sign. Carpet/floor covering is mandatory per AAFP show regulations. To order items for your booth from the AAFP official vendors (carpet, electrical, internet, audio-visual, lead management, floral, etc.) view the Official FMX Vendor Page. Order forms for the AAFP's official contractor and other official vendors will be available **June 1, 2024**.

Cancellation of Booth Space

Exhibit space that has been assigned and confirmed may be canceled by written notice to [Jill Vetter](mailto:Jill.Vetter), Senior Sales Manager, Strategic Events and Events. If cancellation notice is received:

Before June 1, 2024	Exhibitor forfeits 50% of total cost for exhibit space assigned.
On or after June 1, 2024	Exhibitor forfeits 100% of total cost for exhibit space assigned.

NOTE: It is the Exhibitor's responsibility to cancel all other arrangements made in connection with exhibiting, including hotel reservations, requests for the services of official vendors, or any other contracted services associated with FMX. Exhibitor is liable for any and all fees or penalties associated

with cancellation of said services, including without limitation, attrition charges imposed by FMX hotels to the extent such are applicable to Exhibitor's cancellation. See Cancellation of FMX Exposition for additional information.

Dismantling

Dismantling will be allowed during the following:

Friday, Sep. 27th 3:15pm – 8:00pm

Saturday, Sep. 28th 8:00am – 5:00pm

*Equipment (ladders, job boxes, carts, forklifts, etc.) may not be brought into the Expo Hall until 30 minutes after the close of the show on **Friday, September 27th, 2024** to allow attendees time to exhibit the hall.

Out of respect to the attendees still conducting business with exhibitors on the final day, ALL EXHIBITS ARE TO BE OCCUPIED AND IN OPERATION UNTIL THE OFFICIAL CLOSING HOUR OF THE SHOW (Exhibit times published in February.) The packing of equipment, boxes, literature or dismantling of the exhibit is not permitted until closing time. Any exhibitor who chooses to tear down early (any time prior to the designated dismantling hours), will be in breach of these terms and conditions and penalties will be enforced and could jeopardize future exhibit eligibility to exhibit at future FMX events.

For safety reasons, children under 18 are not allowed in the Expo Hall during installation or dismantling.

Electrical

- All electrical equipment (i.e., lighting, sound, special effect exhibit equipment) must meet National Electrical Code and local electrical codes.
- Electrical fixtures and fittings must be UL listed and marked as such.
- The use of latex cord wire and duplex or triple plugs in displays is not permitted.
- Electrical service is provided by Commonwealth Expo Services, view the order form online on the Official FMX Vendor List on **June 1, 2024**.

Floor Load

The floor load capacity at Phoenix Convention Center is 350 pounds per square foot in the Expo Hall.

Floor Plan Revisions

Every effort will be made to maintain the general configuration of the floor plan for the FMX. However, the AAFP reserves the right to revise the exhibit floor plan at its sole discretion.

Installation

Exhibit Installation will be held during the following dates and times:

Monday, Sep 23 8:00am – 5:00pm

Tuesday, Sep. 24 8:00am – 5:00pm

Wednesday, Sep. 25 8:00am – 4:00pm

*Aisles must be clear of all boxes, skids, crates, trash, materials by 1:00 p.m. on Wednesday September 25th to allow the official contractor to clean/vacuum for the Expo Grand Opening.

For safety reasons, children under the age of 18 are not allowed in the Expo Hall during installation or dismantling.

Lighting: Par Lighting/Gobo Lighting

- Requests for Par/Gobo Lighting must be submitted to Aaron Verhei at averhei@aafp.org by **August 30, 2024**.
- Requests for Par Lighting will be denied if the lighting imposes on the aisles or neighboring Exhibitors.
- The Exhibitor is responsible for any costs related to installing par lighting which may later be denied approval due to infringing on AAFP or neighboring Exhibitor's space.

Multi-level Exhibits

Multi-level exhibits require AAFP pre-approval from [Jill Vetter](#), Senior Sales Manager, Strategic Events and Events and The Phoenix Convention Center. The Exhibitor Agreement must reflect that the space requested is for a multi-level exhibit. Multi-level exhibits shall not exceed the 20' island height limit.

Music/Sound/Audio Visual/Odor Producing Devices

- Exhibitor must obtain its own license for using copyrighted music.
- All ASCAP, BMI, SESAC or other copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the Exhibitor.
- All sound and audiovisual equipment must conform to fire regulations of the city of Phoenix and the Phoenix Convention Center.
- All speakers must face inside the booth and not toward the aisle.
- Video monitors or projection screens must be placed inside the booth, so viewers do not block aisles.
- Exhibitors may not use electronic or electrical devices that result in noise, odor, or other kinds of annoyance to attendees. AAFP's on-site exhibit staff reserves the right to determine when noise or odor must be halted.

Reduction of Exhibit Space

In the event an Exhibitor reduces its exhibit space, the AAFP reserves the right to maintain the continuity of the Expo Hall. Every attempt will be made to accommodate the request.

- If, at the discretion of the AAFP, the exhibit space can be re-sized and remain in the current location, the Exhibitor will pay the applicable cancellation penalty plus the fee for the new space.
- If, at the discretion of the AAFP, the exhibit space cannot be resized and remain in the current location without jeopardizing the continuity of the Exposition Hall, the Exhibitor will be re-located to a space of its choice based on best available locations. Applicable cancellation penalty plus the new space fee will apply.

Signage/Rigging

- Hanging signs are allowed in 20' x 20' or larger space and within the 20' height restriction and must be approved by the AAFP averhei@aafp.org and The Phoenix Convention Center.

- Freeman handles advance orders for ground supported signs, graphic production, and rigging, view the Official FMX Vendor Page for more information.
- Please contact Aaron Verhei at averhei@aafp.org regarding hanging signs, safety cabling, and truss lighting regulations.

Spanning Aisles

Exhibits are not permitted to span an aisle by ceiling or floor covering.

Subletting Space

Subletting booth space is not allowed. Two or more firms may not exhibit in the same single space, unless they have applied as, and have been approved to exhibit as Co-Marketers. Please contact [Jill Vetter](#), Senior Sales Manager, Strategic Events and Events with questions.

Traffic and Attendance

The AAFP works to make the FMX Expo Hall an engaging and educational environment for its attendees. Appropriate marketing and promotion of the FMX Expo Hall will be provided by AAFP. However, AAFP makes no guarantees of traffic flow, demographic nature, quantity, or presumed quality of leads. AAFP strongly encourages Exhibitors to market their presence at AAFP FMX which has been shown to favorably impact both traffic and return on investment.

Cancellation of FMX Exposition

In the unlikely event of cancellation of the FMX exposition due to any force majeure event (e.g., fire, strikes, governmental regulation or order, transportation interruption, terrorism, national emergency, natural disaster, outbreak or continuance of an epidemic or contagion or declaration of pandemic by the U.S. government or the World Health Organization, or other cause beyond the reasonable control of AAFP that prevents or makes FMX commercially unreasonable or inadvisable for its scheduled commencement or continuance), then and thereupon Exhibitors and the AAFP have no further obligation to one another, and payment for any promotions or sponsorships that have not been delivered before cancellation of the event will be fully refunded.

Compliance with Laws and Codes

Both parties shall observe and comply with and give all notices required by “Laws” defined as all laws, ordinances, rules, regulations (including, without limitation, labor union rules and requirements that are applicable to the venue location if FMX is held in person), and lawful orders of any public authority, whether existing at present or later enacted, bearing on the performance of this Agreement. Each party shall notify the other if it becomes aware of any noncompliance with the Laws in connection with this Agreement and shall take all appropriate action necessary to ensure compliance with the Laws. Additionally, Exhibitor shall comply with the Council of Medical Specialty Code for Interactions with Companies, American Medical Association Code of Medical Ethics, AdvaMed Code on Ethics on Interactions with Health Care Professionals, and PhRMA Code on Interactions with Health Care Professionals, as applicable.

HEALTH AND SAFETY PROTOCOLS

Exhibitor acknowledges and understands that the AAFP is continually assessing its health and safety measures in connection with its in-person meetings and events and will evolve its safety protocols as appropriate or advisable based on local or national conditions. Exhibitor may visit the AAFP's [Health and Safety Protocols webpage to stay abreast of the latest updates](#). Exhibitor understands and agrees that all personnel who attend FMX shall comply with all requirements reasonably required by AAFP in connection thereto.

Exhibits and Exhibitors

Animals

The use of live animals in an exhibit for any purpose is not allowed, with the exception of guide and service animals.

Anti-Harassment Policy

View the [American Academy of Family Physicians anti-harassment policy](#).

Badge Allotment/Fees

Exhibitors may register up to four (4) booth staff free of charge for each 10' x 10' booth or equivalent. Requests for more than four (4) per 10' x 10' booth require AAFP approval by [Aaron Verhei](#), Exhibit Manager.

Exhibiting companies requesting more than their allotted number of free Exhibitor badges will be charged \$895 per additional badge/person. This assessment is made following the AAFP FMX, based on a final badge count. The return of unused badges to registration must be made before 4:30 p.m. on **September 28, 2024**, to not count against the company's allotment.

The AAFP FMX Planning Committee has recommended only qualified prospects be given access to the Expo Hall. Therefore, badges will not be issued to representatives of leasing companies, financial institutions, suppliers, vendors, and others wishing to make business contacts, nor to exhibitors' family and guests.

Buttons/Pins/Stickers

Exhibitors may not distribute stick-on emblems, buttons, pins, or unofficial badges.

Clinical Testing/Hazardous Waste Disposal

Exhibitors wishing to conduct clinical tests in their booths must request permission from Aaron Verhei at averhei@aafp.org, in writing, prior to **August 30, 2024**.

- Blood samples, taken either by fingertip or intravenous drawing of blood, must be disposed of in accordance with local ordinances, and all applicable state and/or federal health laws.
- Fluids, chemicals, petroleum-based products, food items (if applicable), or contaminated materials must be identified and disposed of in the manner prescribed by regulations.
- Hazardous waste and/or medical waste is any material being stored, recycled, or thrown away that could cause injury or death, or pollute air, land, or water regulated by any applicable environmental or public health law.

- Exhibitors who possess materials that fit the above description must inform Aaron Verhei at averhei@aafp.org and The Phoenix Convention Center staff of its existence and plan for proper disposal.
- Exhibitors are responsible for payment of all expenses associated with booth activities that generate any type of hazardous or biomedical waste.

Co-Marketing

AAFP defines co-marketing as two or more companies developing, manufacturing, producing, or distributing the same product. Space assignments will be based upon averaging the priority points of each Exhibiting company. Companies submitting an Exhibitor Agreement for co-marketing of products earn the standard priority points under the Exhibitor's name that appears on the Exhibitor Agreement. All involved entities must be identified on the Exhibitor Agreement.

Drawings, Contests, Raffles, Lotteries, Games

Exhibitors are discouraged from conducting drawings, contests, raffles, lotteries, or other games of chance. However, an Exhibitor may conduct drawings that do not involve the requirement of payment or other consideration for the chance to play with the AAFP's prior written approval, with such request made no later than 90 days prior to the FMX exhibition. Requests should be sent to averhei@aafp.org. If approval is given, the Exhibitor must fully comply with all AAFP Exhibitor Agreement Terms and Conditions, and all applicable federal, state, and local laws, including any requirements The Phoenix Convention Center concerning such activity.

AAFP requires that any prize or award must be considered modest in value and that the opportunity be open to all FMX attendees. The drawing and notification of winner is the responsibility of the Exhibitor and must be drawn after the conclusion of the AAFP FMX.

Exhibitor-Appointed Contractor (EAC)

All exhibiting companies using an Exhibitor-Appointed Contractor (EAC) must input contact information for the EAC in the Exhibit System by **August 30, 2024**. The EAC is required to provide the AAFP with an appropriate certificate of insurance by **August 30, 2024**. **See Insurance Requirements.**

Entering Another Exhibitor's Booth

Exhibitors shall not enter the booth of other Exhibitors without invitation.

Exhibitors with Products or Services Regulated by the FDA

U.S. Food and Drug Administration (FDA) regulations apply to any mention of product names that is accompanied by information on usage and indications viewed as product advertisement and must comply with full disclosure requirements.

Exhibitor Eligibility

The AAFP retains sole authority to determine the eligibility of any company or product to exhibit at FMX.

The three categories of exhibits permitted at the AAFP FMX, with additional specific requirements applicable to each category, are as follows:

- A. FDA-approved products. Products that require approval of the Food and Drug Administration (FDA) for marketing must receive FDA approval before they are exhibited at the FMX. Exhibitors may be required to show evidence of FDA approval. This requirement applies to medical devices, drugs, cosmetics, and all other FDA-regulated products. If non-FDA approved products or services that require but have not obtained FDA approval are exhibited, the AAFP may deny installation privileges or require removal of the exhibit or may require discontinuance of any exhibit or promotion wholly or in part.
- B. Healthy food products. Exhibits promoting food products must not promote harmful or unhealthy products. If claims are made regarding the health benefits of a particular food product, the AAFP at its sole discretion may require that the potential exhibitor provide appropriate documentation to substantiate claims made.
- C. Other products and services not covered by A or B above which: (1) meet the standards of generally accepted medical practice or (2) are of interest to FMX attendees because of their relevance to the clinical or socioeconomic aspects of the practice of medicine. At the AAFP's sole discretion it may require potential exhibitors of a product or service in this category to provide technical data and scientific documentation to substantiate the safety and effectiveness of the product or service, as well as the accuracy of the claims made regarding it. If the safety, effectiveness, and accuracy of claims made for such product or service have not been demonstrated to the AAFP's satisfaction, the Exhibitor Agreement to exhibit will not be accepted.

(IMPORTANT NOTES:

- Exhibits for nutritional or dietary supplements and vitamin preparations are not eligible unless the product is approved for marketing by the FDA or its efficacy and safety is substantiated by clinical studies acceptable to the AAFP – generally meaning studies that have independent support in authoritative, evidence-based medical literature. More specific guidelines are available from the AAFP. Contracts and studies must be received no later than **July 20, 2024** to allow sufficient time for review by the eligibility panel.) Contact [Jill Vetter](mailto:jvetter@aafp.org), Senior Sales Manager, Strategic Events and Events at 913-951-8943.
- Skin Care/Cosmetic/Dermatological Products and Devices – must submit full list and detailed description of all products, devices, and services that will be promoted to attendees at FMX to jvetter@aafp.org for further review before space will be assigned. If this detail is not submitted in advance of booth assignment, your company will be in breach of these Terms & Conditions and may be denied exhibit participation.
- New exhibitors to FMX or those that haven't exhibited at FMX within the past 5 years must complete and submit the Exhibitor Eligibility Form and a full list and detailed description of products, devices, and services that will be promoted to attendees at FMX to Jill Vetter, Senior Sales Manager, Strategic Events and Events at jvetter@aafp.org for further review before space will be assigned. If this detail is not submitted in advance of booth assignment, your company will be in breach of these Terms & Conditions and may be denied exhibit participation.
- If exhibitor falsely misrepresents its products and/or services or are otherwise in breach of AAFP Exhibitor Agreement Terms and Conditions, AAFP reserves the right to immediately evict Exhibitor and/or terminate this Agreement pursuant to the "Violation of Terms and Conditions" section contained herein.

The acceptance of a product or service for exhibit does not constitute an AAFP endorsement, nor a guarantee that the product or procedure is appropriate for the medical situation indicated.

Exhibits will not be accepted if the AAFP deems them to include false or misleading statements.

Displays for tobacco products or alcoholic beverages will not be permitted.

No exhibit will be accepted if the AAFP determines in its sole discretion that the exhibit is in poor taste, offensive to persons in attendance, promotes an activity that is unethical or illegal, is not in keeping with the character and purpose of the AAFP FMX, or is otherwise not appropriate or desirable for the FMX event for any reason.

The AAFP may deny installation privileges or require removal of any exhibit or promotion (wholly or in part) that the AAFP finds objectionable for any of the reasons stated above.

The AAFP concurs with the AMA Code of Medical Ethics Opinion regarding the sale of health-related products from physicians' offices. Consequently, no exhibit will be accepted that promotes the sale of health-related products from physicians' offices unless documentation submitted with an Exhibitor Agreement clearly meets the guidelines set forth in such Opinion. Similarly, the Opinion prohibits physicians from placing their own financial interests above the welfare of their patients. In most instances the AAFP will not accept exhibits that offer referral or other fees to physicians in exchange for recommending products or services to patients.

Food & Beverage

- All food and beverage samples must meet the conditions of and be approved by Aventura and Aaron Verhei, AAFP. Menus and pricing will be listed on the Official FMX Vendor List webpage **June 1, 2024**.
- If refrigerated storage is required, please contact Freeman to make arrangements - information will be available **June 1, 2024**.
- Exhibitors with related food and beverage products must order porter service to remove empty cartons and/or containers.

Giveaways

Exhibiting companies are permitted to distribute giveaways in accordance with the AMA Ethical Guidelines, which state:

“Some gifts that reflect customary practices of industry may not be consistent with the principles of medical ethics. To avoid the acceptance or distribution of inappropriate gifts, physicians should observe the following guidelines: Any gifts accepted by physicians individually should primarily entail a benefit to the patients and should not be of substantial value. Accordingly, textbooks and other gifts are appropriate if they serve a genuine educational function. Cash payments should not be accepted. Individual gifts of minimal value are permissible as long as the gifts are related to the physician’s work (e.g., pens and note pads). No gifts should be offered or accepted that create an obligation to the physician or registrant. For example, physicians should not accept gifts if they are given in relation to the physician’s prescribing practices.”

Exhibiting companies must secure the AAFP’s prior approval for giveaways. Any item an exhibiting company intends to distribute must be submitted in writing to averhei@aafp.org for pre-approval.

Giveaways must be associated with products or services of the exhibiting company.

Hours of Exposition/Booth Staffing

The AAFP FMX Expo Hall will be open during the following:

Wed., Sept. 25	5:00pm – 7:30pm
Thurs., Sept 26	9:15am – 3:15pm
Fri., Sept. 27	9:15am – 3:15pm

All exhibits are to remain intact and staffed during the above hours. Exhibitors who are the sole staffers for booths may, of course, take brief breaks. Out of respect to the attendees still conducting business with exhibitors on the final day, ALL EXHIBITS ARE TO BE OCCUPIED AND IN OPERATION UNTIL THE OFFICIAL CLOSING HOUR OF THE SHOW (Exhibit times published in January). The packing of equipment, boxes, literature or dismantling of the exhibit is not permitted until closing time. Any exhibitor who chooses to tear down early (any time prior to the designated dismantling hours) will be in breach of these terms and conditions and penalties will be enforced and could jeopardize future exhibit eligibility.

In-Booth Education

- Companies with Island Booths (20' x 20' or larger) may provide formal in-booth education within their exhibit space.
- Exhibitors with in-line space may not conduct formal presentations.
- In-Booth Education shall not be eligible for CME credit.
- Exhibitors providing in-booth education must display a sign stating “This Educational Session Does Not Qualify for CME Credit.”
- Companies choosing to provide In-Booth Education must inform Aaron Verhei at averhei@aafp.org, in writing, no later than **August 30, 2024**.
- Exhibitors cannot distribute CME materials unless they are the CME provider (in accordance with ACCME standards).

Market Research/Surveys

The following terms and conditions are required of any Exhibitor who intends to conduct a survey from its booth space:

- Survey must be pre-approved by the AAFP before **August 30, 2024**. Send survey to Aaron Verhei at averhei@aafp.org for approval.
- Exhibitor must share survey results with the AAFP.
- AAFP must approve all survey-related results in publications, and print pieces prior to publication.
- Exhibitor is prohibited from using the AAFP name, the AAFP FMX name, related logos, or brands in survey-related results publications.

Questions? Please contact Aaron Verhei, AAFP Exhibits, at averhei@aafp.org, or Jennifer Schuler, AAFP Communications Director, at jschuler@aafp.org.

No Shows

Any Exhibitor which reserves booth space and does not inform AAFP of its plans for non-attendance in writing, in advance, will not be permitted to participate in future AAFP exhibitions. In addition, the Exhibitor will forfeit 100% of the total cost of the assigned Exhibit space.

AAFP reserves the right to re-assign exhibit space on-site to a wait-listed Exhibitor from an assigned company that is a no show by the close of the Expo Hall on the first day and has not submitted a late set request.

Non-contracted Exhibit Space

Individuals, companies, and organizations that have not contracted with the AAFP for exhibit space are not permitted to display or demonstrate products, processes, or services; solicit orders; or distribute advertising materials in convention facilities, parking lots or hotels contracted by the AAFP. Noncompliance will result in the prompt eviction from the property.

Onsite Selling of Products or Services

While the primary purpose of the Exhibition is to further the professional education of attendees through displays and demonstrations, sales of products and services and order taking of same are permitted only when conducted in a professional manner.

- Products for sale must be the Exhibitor's own unaltered, marketed products, and the products or services must be pertinent to the attendees' professional interests.
- All selling of Exhibitor's products and/or services is restricted to the space assigned to each Exhibitor.
- The AAFP reserves the right to restrict or halt sales activities that it, in its sole discretion, deems inappropriate or unprofessional.
- Exhibitors are solely responsible for complying fully with business license and sales and use tax regulations.
- Exhibitors are solely responsible for complying fully with all applicable local, state, and federal laws.
- Exhibitors should not ask for or expect gratuity to be given by Attendees. If an attendee offers gratuity it can be accepted, but never asked for on the sale of a product.
- If AAFP receives complaints on your company's products, services, business practices, then at that time AAFP will review the complaints and re-evaluate your company's exhibiting status. This may subject the Exhibitor to immediate eviction and will forfeit all fees paid and subject to penalties and will be prohibited from participating in future FMX conferences and subject to the "Violations of Terms & Conditions" contained herein.

Outstanding Invoices

Outstanding balances due AAFP as a result of previous transactions must be paid in full before exhibit space will be assigned.

Payment/Method of Payment

Prior to June 1, 2024, a 50% deposit is required upon submission of the online Exhibitor Agreement. On or after June 1, 2024, full payment is due. All Exhibitor Agreements received on or after this date require full payment.

If full payment is not received, Exhibitor's space may be cancelled and AAFP will retain any deposit. In addition, the prospective Exhibitor is responsible for paying any remaining balance and will not be eligible to exhibit at future AAFP meetings until such balance has been paid in full.

Pay your balance online with the secured Exhibitor Login link and company password.

The AAFP accepts payments made by MasterCard, Visa, American Express, and Discover.

Checks should be made payable to the American Academy of Family Physicians and sent to:

American Academy of Family Physicians
Attn: Accounting
11400 Tomahawk Creek Parkway
Leawood, KS 66211-2672

Priority Point System

The AAFP point system is used to make Exhibit booth assignments and is calculated as follows:

- 1 point for every year exhibited
- 1 point for every 100 square feet (10' x 10') of Exhibit space
- 1 point for every \$10,000 invested in FMX sponsorships
 - \$1 - \$10,000 = 1 point
 - \$10,001 - \$20,000 = 2 points
 - \$20,001 - \$30,000 = 3 points
 - \$30,001 - \$40,000 = 4 points
 - \$40,001 - \$50,000 = 5 points

The Exhibitor Agreement date of receipt is used to determine assignments only when there is a need to break a tie in points during initial assignments or determine priority for exhibit contracts that are received after priority point assignments.

In the event of company merger or acquisition, two options exist under the AAFP's point system:

- The controlling company may file only one Exhibitor Agreement for all of the newly acquired companies under its "umbrella." The controlling company would receive the points of the highest ranked company within the new structure. All other companies' or division's points return to zero. All booths must be listed under the company's booth listing in the onsite FMX Xchange Map.
- The company may continue as though the merger or acquisition had not occurred, with each company or division submitting its own Exhibitor Agreement and maintaining its original priority points. In this instance, each individual company/division may have its own booth listing in the onsite FMX printed Xchange Map.

Social/Unofficial Activities

Any social function or special event planned by an Exhibitor to take place during the AAFP FMX, September 24-28, 2024 must be pre-approved by the AAFP. Exhibitor agrees to withhold sponsoring hospitality

suites/rooms or other functions during official conference and Exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by AAFP.

Any exhibitor not participating in the AAFP official door drop or official advertising opportunities and violates this section by participating in a hotel door drop or distributes exhibit materials outside of their assigned booth space and leaves company materials (i.e. brochures, pamphlets, pens, business cards, etc.) in common areas at the convention center or in hotel(s) within the AAFP block will be subject to immediate eviction and will forfeit all fees paid and subject to penalties and will be prohibited from participating in future FMX conferences.

AAFP maintains control over the function space in the hotels within the AAFP housing block and convention center in order to preserve and protect an equitable exposition for attendees and exhibitors of FMX. Requests to hold events must receive approval from the AAFP.

Send company name, booth number, desired hotel/location, date, time, anticipated attendance, attendee overview (type of attendees), and a brief description of the proposed function to Jill Vetter - Senior Sales Manager, Strategic Events and Events jvetter@aafp.org for more information.

Solicitation

Exhibitors are prohibited from soliciting other Exhibitors. Any Exhibitor or company representative who solicits Exhibitors at the Exhibition will be in violation of this Agreement and may be removed from the Expo Hall. Additionally, solicitation may jeopardize the exhibiting company's eligibility for future AAFP exhibitions.

Official FMX Vendor List (Online)

The Official FMX Vendor list, which will be available online **June 1, 2024**, is incorporated herein by reference and made a part of this Agreement and includes additional requirements for Exhibitors participating in the FMX Exhibition.

Any and all matters pertaining to the FMX Exhibition and not specifically covered by the Terms and Conditions shall be subject to determination by AAFP in its sole discretion. AAFP may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time. Any such rules and regulations (whether or not included in the online exhibit service Guide or similar document) are an integral part of this Agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by AAFP. This Agreement (including the online exhibit service Guide and any additional terms and conditions adopted by AAFP from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

Fire and Safety Regulations

Exhibitors will fully comply with the rules, regulations and operational policies of the City of Phoenix and Phoenix Convention Center.

Housing

Maritz is the official housing provider for the AAFP FMX.

For Exhibitor’s convenience, the AAFP has blocked hotel rooms at special discounted group rates and convenient locations near the Phoenix Convention Center.

Convention centers allocate exposition hall space to tradeshow based on the number of hotel rooms the organizer guarantees. Therefore, booking hotel accommodations through the AAFP is encouraged to avoid the possibility of limiting booth space for exhibiting companies because of low room block pick-up.

Look Before You Book! As the date for the AAFP FMX approaches, Exhibitors are sometimes targeted by hotel/housing providers who may claim to be “partners” or providing services on behalf of AAFP. **PLEASE BE AWARE THAT THESE COMPANIES ARE NOT AUTHORIZED TO PROVIDE SERVICES ON AAFP'S BEHALF.** AAFP works to prevent such unauthorized contact of the AAFP community as well as its conference Attendees and Exhibitors. Please be assured that AAFP is firmly committed to providing quality services to make your exhibiting experience a positive one, and AAFP will continue its efforts to prevent these hotel/housing providers from making unauthorized contact.

Insurance Requirements – Submission Deadline August 30, 2024

Exhibitor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of the Agreement, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of the Illinois, and with an A.M. Best rating of no less than A- (VII) in the following coverage types and amounts not less than as listed below:

TYPE OF COVERAGE	COVERAGE AMOUNTS
Workers’ Compensation	Statutory Limits
Commercial General Liability Insurance to include coverage for: Personal Injury Independent Contractor*	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; Certificate Holders (as stated below) to be named as additional insureds with waiver of subrogation in their favor. Pyrotechnics – Not Allowed by AAFP.
Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	\$5,000,000 combined single limit of liability for any auto or hired & non-owned. Certificate Holders to be named as additional insureds with waiver of subrogation in their favor.

The Certificate of Liability Insurance must list the **American Academy of Family Physicians, Freeman Expositions, Inc.**, and The Phoenix Convention Center as Additional Insureds.

All certificates of insurance need to be submitted to the AAFP prior to **August 30, 2024**. Send to:

Aaron Verhei
Exhibit Manager, AAFP
11400 Tomahawk Creek Pkwy.
Leawood, KS 66211
averhei@aafp.org

* Exhibitor Appointed Contractor

If you are hiring an independent contractor to work on your booth during installation and dismantling, the insurance requirements described above also apply to these independent contractors.

Due to security requirements and access to the exposition hall, this deadline will not be extended. If Certificate of Insurance is not received by **August 30, 2024**, exhibitors are required to use the AAFP official contractor for booth installation and dismantling.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Exhibitor shall provide a replacement Certificate of Insurance to AAFP. Failure to provide and to maintain the required insurance shall constitute a material breach of the Agreement.

It is agreed that Exhibitor's insurance shall be deemed primary and non-contributory with respect to any insurance carried by the American Academy of Family Physicians, Freeman, or The Phoenix Convention Center for liability arising in the performance of the Agreement.

Photography, Videotaping, and Drones

Many booth designs contain copyrighted or trademarked materials, therefore permission for photographing or videotaping a booth must be given by the authorized occupants of that booth.

Due to safety concerns, drones are not allowed at the AAFP FMX. However, if an exhibitor wants overhead booth photos of their own display by overhead drone photography, they must submit a written request to the AAFP Exhibit Manager averhei@aafp.org for further review by **August 30, 2024**. Pilot credentials may be required.

Press/Film Crews

All press/media questions may be sent to the AAFP Public Relations Department at (800) 274-2237, ext. 6051 for further assistance.

Secure Area

The AAFP will provide perimeter security at the Phoenix Convention Center, during installation, exhibition, and dismantle hours. Additional information will be available on the Official FMX Vendor List (**available June 1, 2024**).

Each Exhibitor must make provisions for safeguarding goods, materials, equipment, and displays at all times. The AAFP cannot, under any circumstances, accept responsibility or liability for the loss of or damage to any material for any cause and encourages each Exhibitor to exercise normal precautions to prevent loss or damage as a result of theft or other causes.

Service Desk

The onsite Exhibit Service Desk will be in the back of the Exhibit Hall. Official vendors will be available to answer questions, take on-site orders, and make order changes. Service Desk will be open during all Exhibitor move in times, and during all open show hours.

Show Management

Exposition management is provided by the American Academy of Family Physicians (“AAFP”). AAFP’s official contractor for the FMX Exhibition is Freeman Expositions, Inc. (“Freeman”).

Smoking

Smoking is prohibited in Phoenix Convention Center. This includes the use of e-cigarettes or vaping devices.

Use of the AAFP or AAFP FMX Symbol, Brand, Logo, Social Media Promotion

The American Academy of Family Physicians and AAFP FMX brand, logos, and tradename are registered, proprietary marks of the AAFP and may not be used by Exhibitor without the prior written consent of the AAFP. Therefore, Exhibitor agrees that it will not use the brand, logos, tradenames, or the seal of the AAFP FMX or of the AAFP in any promotional and informational materials or websites, including but not limited to signs, advertising, and media promotions.

All exhibitors are encouraged to promote their 2024 FMX attendance and booth information in advance of and throughout the FMX. All posts using the hashtags #AAFPFMX will be displayed for attendees to view.

Promotional tools available to showcase exhibitor engagement are outlined below:

- Exhibitors may use a “We’re Exhibiting” image on Facebook, Twitter, LinkedIn, Instagram, and in email signatures. Exhibitors may also place the image on their website.
- Contact the [AAFP](#) and provide booth number to request the customized image.
- Make sure all posts use the meeting hashtag #AAFPFMX.
- Publish the post and repeat as desired.

To facilitate exhibitor engagement, AAFP have provided a couple of suggested examples:

- Meet us in Phoenix at Booth _____. We are showcasing (enter description here).”

Exhibitors are encouraged to leverage social media throughout the FMX as desired, provided posts comply with the guidelines below:

- Do not amend or alter the “We’re Exhibiting” image.
- Do not use the image in a way that suggests or implies partnership, sponsorship, or endorsement by the AAFP or AAFP FMX.

Keep these guidelines in mind when posting about the FMX.

- Non-flash photography is allowed for personal, social, or non-commercial use.
- Please respect attendees, presenters, and exhibitors who state they do not want their slides and/or content shared on social media.
- Exhibitors taking photos must do so in a manner that does not disturb the presenter, attendees, or other exhibitors.
- Many booth designs contain copyrighted or trademarked materials, therefore permission for photographing a booth must be given by the authorized occupants of that booth.

- Sharing slides that feature patient faces or other identifiable information is prohibited.
- Video recording, live audio, and/or video streaming is strictly prohibited. Failure to comply with this policy may result in being removed from the session and/or FMX.

Video/Photo Release

By participating in the AAFP FMX, Exhibitor grants AAFP the right to videotape or take photographs at the AAFP FMX and reproduce them in AAFP educational, news, or promotional material, whether in print, electronic, or other media, including the AAFP website and use such photographs in this manner. All postings are the sole property of the AAFP, and such postings may be displayed, distributed, or used by AAFP for any legal purpose.

Violation of Terms and Conditions

By applying for Exhibit space, an Exhibitor, on behalf of its employees, contractors, and agents, agrees to abide by all Terms and Conditions. Violation may subject the Exhibitor to corrective action, up to and including restrictions, eviction, and/or denial of future applications to participate in future AAFP events and forfeiture of all monies paid plus penalties.

When appropriate and feasible, an on-the-spot warning will be issued outlining the issues that are in violation of these Terms and Conditions and the Exhibitor will be allowed an opportunity to bring its conduct into compliance. However, the AAFP, in its sole discretion, reserves the right to levy a more severe penalty without providing such a warning, including but not limited to immediate termination of the exhibit and the other corrective actions described above. Prior years' warnings and penalties may be considered in assessing penalties for current year's violations.

Exhibitors are expected to contribute to an overall professional environment and the AAFP reserves the right to restrict and/or dismiss any exhibit that it determines to be inappropriate or offensive to attendees and other exhibitors or otherwise in violation of these Terms and Conditions. If an Exhibitor violates any of these Terms and Conditions, the AAFP may in its discretion bar the Exhibitor from exhibiting at future AAFP events.

In the event of restriction or eviction, the AAFP is not liable for any refunds, rentals, vendor charges, other exhibit expenses, or any other expenses incurred by Exhibitor.

Out of respect to the attendees still conducting business with exhibitors on the final day, ALL EXHIBITS ARE TO BE OCCUPIED AND IN OPERATION UNTIL THE OFFICIAL CLOSING HOUR OF THE SHOW (Exhibit times published in January.) The packing of equipment, boxes, literature or dismantling of the exhibit is not permitted until closing time. Any exhibitor who chooses to tear down early (any time prior to the designated dismantling hours) will be in breach of these terms and conditions and penalties will be enforced and could jeopardize future exhibit eligibility.

The AAFP has full authority to interpret or amend these Terms and Conditions, and its decisions are final. All issues not addressed here are subject to the decision of the AAFP.

Waiver

AAFP shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by AAFP. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.