

American Academy of Family Physicians
National Conference of Family Medicine Residents and Medical Students
AAFP National Conference Virtual Exhibitor Agreement Terms and Conditions

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

Americans with Disabilities Act

Exhibitor understands that the Americans with Disabilities Act (ADA) requires that the Exhibitors virtual display must be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its virtual booth and display complies with the ADA. The virtual platform exhibitors can put in ADA compliant data in their virtual booths.

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 - Virtual

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 virtual booth space 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 exhibitor agreement from the client.

Assignment of Virtual Booth Space

Assignment of virtual 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 National Conference of Family Medicine Residents and Medical Students.

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

Virtual Booth Activities/Celebrity Endorsements

- Interviews, demonstrations, detailing, or distribution of literature or samples can take place only inside the assigned virtual booth space.
- Public or private virtual demos, chats, and interviews may not be recorded or shared in any way.
- “Button-holing” of attendees is not allowed.
- Advertising, canvassing, or soliciting business is permitted only by Exhibitors, and then only within the virtual space assigned to them.
- Exhibitors using celebrities for virtual in-booth promotions must request permission, in advance, in writing, from Kristy Sloan at ksloan@aafp.org prior to **June 30, 2020**. Include the celebrity's name and the dates/times he or she will appear in the virtual Exhibitor's booth.

Virtual demonstrations, lectures, or presentations by anyone other than a full-time employee of the Exhibitor are prohibited.

Exhibitor must submit all requests for booth activities by June 30, 2020. Send written requests to Kristy Sloan at ksloan@aafp.org.

Booth Description

- The online booth description will appear online under the Exhibitor's program or company name as listed on the Exhibitor Agreement.
- Descriptions need to be factual and not promotional in nature. Copy will be reviewed and edited at the discretion of the AAFP.
- 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: The National Conference *Virtual Official Program & Exhibit Guide* will include the alpha exhibit list, program/product category listings, residency by state listing, and new to show listing if submitted through the Exhibitor Login by the Exhibitor before **June 1, 2020**.

Booth Promotion

Exhibitors will have an opportunity to describe its booth's promotion on the AAFP NC webpage in the live exhibit list, and in the National Conference *Virtual Official Program & Exhibit Guide* if submitted by **June 20, 2020** through the Exhibitor Login. Descriptive information may include: online booth description, program/product category listings, new to show listing, and residency program by state listing. The online booth description is listed in the live exhibit list.

Booth Types

All booths will be virtual.

State Residency Blocks

To help attendees find individual residency programs within a state block, we request each program complete an Exhibitor Agreement. Residency Programs will still have the opportunity to co-exhibit (e.g. two residency programs in one virtual space); if you plan to co-exhibit please let us know when completing the Exhibitor Agreement.

Cancellation of Virtual Exhibit Space

Virtual Exhibit space that has been assigned and confirmed may be canceled by written notice to Kristy Sloan ksloan@aafp.org. If cancellation notice is received:

- Before June 1, 2020 – Virtual exhibitor forfeits 0% of total cost for exhibit space assigned if they want to cancel their exhibit space from live to virtual event.
- On or after June 1, 2020 – 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 National Conference. Exhibitor is liable for any and all fees. See Cancellation of National Conference Exposition for additional information.

*If you made a hotel reservation through Visit KC on Passkey, no further action is required. Visit KC will cancel all hotel reservations booked in the AAFP National Conference official room block. Each reservation will receive a cancellation acknowledgement email. Please contact housing@ihs-housingteam.com if you have any questions.

Music/Sound/Recording

- 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.
- Public or private virtual demos, chats, and interviews may not be recorded or shared in any way.

Subletting Virtual Space

No more than two (2) residency program exhibitors may share one virtual booth. Non-residency program exhibitors may not exhibit in the same single virtual space.

Traffic and Attendance

The AAFP works to make the National Conference Virtual Expo an engaging and educational environment for its attendees. Appropriate marketing and promotion of the National Conference Virtual Expo 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 National Conference which has been shown to favorably impact both traffic and return on investment.

Cancellation of National Conference Exposition

In the unlikely event of cancellation of the National Conference virtual 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 National Conference 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 current assigned Exhibitor's virtual space fee will be fully refunded.

Exhibits and Exhibitors

Anti-Harassment Policy

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

Badge Allotment/Fees - Virtual

Exhibitors may register up to six (6) booth staff free of charge for each virtual booth or equivalent. Requests for more than six (6) per virtual booth require AAFP approval.

Exhibiting companies requesting more than their allotted number of free Exhibitor badges will be charged \$160 per additional virtual exhibit badge/person. This assessment is made following the AAFP National Conference, based on a final badge count.

The AAFP National Conference 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. Exhibit badges are for "staff only" of the exhibiting program or company and may not be distributed, awarded, or shared with others that do not work for the exhibiting program or company. If badges are mis-used per these terms, the Exhibitor will be in violation which could forfeit their eligibility to exhibit in the future and immediate removal of their booth from the virtual exposition. AAFP may at any time relinquish a mis-used badge.

Co-Marketing

AAFP defines co-marketing as two or more non-residency programs, technical and/or non-profit companies developing, manufacturing, producing or distributing the same product.

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 National Conference virtual exhibition. Requests should be sent to ksloan@aafp.org. If approval is given, the Exhibitor must fully comply with all AAFP National Conference Virtual Exhibitor Agreement Terms and Conditions, and all applicable federal, state, and local laws.

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

Entering Another Exhibitor's Virtual Booth

Exhibitors shall not enter the virtual 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 program, company or product to exhibit at the AAFP National Conference.

The three categories of exhibits permitted at the AAFP National Conference, 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 National Conference. 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 virtual privileges, or require removal, of the virtual exhibit or may require discontinuance of any virtual 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, services, and accredited family medicine residency programs not covered by A or B above which: (1) meet the standards of generally accepted medical practice or (2) are of interest to National Conference 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 Virtual 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 by **June 1, 2020** to allow sufficient time for review by the eligibility panel.) Contact Kristy Sloan ksloan@aafp.org at 913-906-6222.
- 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 National Conference to ksloan@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 National Conference or those that haven't exhibited at National Conference within the past 5 years must submit a full list and detailed description of products, devices, and services that will be promoted to attendees at National Conference to ksloan@aafp.org for further review before space will be assigned. If this detail is not submitted in advance of booth assignment, your company/program 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 National Conference Virtual 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 National Conference, or is otherwise not appropriate or desirable for the National Conference for any reason. The AAFP reserves the right to reject or deny, at any time, any exhibitor agreement to exhibit for any reason.

The AAFP may deny or require removal of any virtual 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.

Hours of Virtual Exposition/Booth Staffing

The AAFP National Conference Virtual Expo Hall will be open during the following:

• Thursday, July 30, 2020	4:00 – 7:00 p.m. Virtual Expo Hall Grand Opening
• Friday, July 31, 2020	11:00 a.m. – 4:00 p.m.

- Saturday, August 1, 2020 11:00 a.m. – 4:00 p.m.

All virtual exhibits are to remain staffed during the above hours. Exhibitors who are the sole staffers for booths may, of course, take brief breaks.

In-Booth Education

- Virtual 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 Kristy Sloan at ksloan@aafp.org, in writing, no later than **June 30, 2020**.
- 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 virtual booth space:

- Survey must be pre-approved by the AAFP before June 30, 2020. Send survey to Kristy Sloan ksloan@aafp.org and Jennifer Schuler jschuler@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 National Conference name, related logos, or brands in survey-related results publications.

Questions? Please contact Kristy Sloan, AAFP Exhibit Manager at ksloan@aafp.org, or Jennifer Schuler, AAFP Communications Director at jschuler@aafp.org

Non-contracted Exhibit Space

Individuals, companies, programs, and organizations that have not contracted with the AAFP for virtual exhibit space are not permitted to display or demonstrate products, processes or services; solicit orders; or distribute advertising materials. Noncompliance will result in the prompt eviction.

Selling of Products or Services – during Virtual Event

While the primary purpose of the Exhibition is to further the medical professional education of attendees through family medicine residency programs, displays and demonstrations, sales of products and services and order taking during virtual event 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 virtual 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.
- 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 companies 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 AAFP conferences and subject to the "Violations of Terms & Conditions" contained herein.

Outstanding Invoices

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

Payment/Method of Payment

Prior to **June 1, 2020**, a 50% deposit is required within 30 days of receipt of booth confirmation. On or after **June 1, 2020**, full payment is due. All Exhibitor Agreements received after this date require full payment.

If full payment is not received, Virtual exhibitor's space will 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 link and company password. See your booth confirmation email. 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

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 Virtual Expo Hall. Additionally, solicitation may jeopardize the exhibiting program/company's eligibility for future AAFP exhibitions.

Insurance Requirements

Exhibitor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of the Agreement, insurance coverage. 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, for liability arising in the performance of the Agreement.

Photography, Videotaping, Recording

Many virtual booth designs contain copyrighted or trademarked materials, therefore permission for photographing or videotaping a virtual booth must be given by the authorized occupants of that booth. Public or private virtual demos, chats, and interviews may not be recorded or shared in any way.

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.

Use of the AAFP or AAFP NC Symbol, Brand, Logo

The American Academy of Family Physicians and AAFP National Conference 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 National Conference or of the AAFP in any promotional and informational materials or websites, including but not limited to signs, advertising, and media promotions.

Video/Photo Release

By participating in the AAFP National Conference, Exhibitor grants AAFP the right to videotape or take photographs at the AAFP National Conference 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. Violations 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.

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 virtual exhibit and the other corrective actions described above. Prior year's warnings and penalties may be taken into account 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 virtual 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 whether live or virtual.

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.

The AAFP has full authority to interpret or amend the 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.