

**American Academy of Family Physicians  
Family Medicine Experience (FMX)  
AAFP FMX Virtual Exhibitor Agreement Terms and Conditions**

**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 the Exhibitors virtual 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 Virtual Exhibitor Agreement

AAFP acceptance of the virtual 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 virtual Exhibitor Agreement and decline to provide virtual booth space at the event to any Exhibitor for any reason in its sole discretion. If a virtual 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 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 FMX.

### Booth Activities/Celebrity Endorsements

- Interviews, demonstrations, detailing, or distribution of literature or samples may take place only inside the assigned virtual booth space. Literature or other materials may not be shared or distributed in AAFP common areas within the virtual platform.
- 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 in-booth promotions must request permission, in advance, in writing, from Kristy Sloan at [ksloan@aafp.org](mailto:ksloan@aafp.org) prior to August 5, 2021. Include the celebrity's name and the dates/times he or she will appear in Exhibitor's virtual booth.
- 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 August 5, 2021. Send written requests to Kristy Sloan at [ksloan@aafp.org](mailto:ksloan@aafp.org).

### Booth Description

- The online booth description will appear in the virtual platform.
- 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 in the virtual platform. The FMX Virtual Program and Exhibit Guide which will include alpha exhibit list.

### Booth Promotion

Exhibitors will have an opportunity to describe its booth's promotion in the virtual platform including a booth description, search category, logo, URL, video, social media channels, and handouts. The FMX Virtual Program and Exhibit Guide will include alpha exhibit list for exhibitors assigned by August 30, 2021.

### Cancellation of Virtual Exhibit Space

Exhibit space that has been assigned and confirmed may be canceled by written notice to Kristy Sloan [ksloan@aafp.org](mailto:ksloan@aafp.org) Exhibit Manager. If cancellation notice is received:

Before July 1, 2021	Exhibitor forfeits 50% of total cost for exhibit space assigned.
On or after July 1, 2021	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 for 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 to the extent such are applicable to Exhibitor's cancellation. See Cancellation of FMX Exposition (Xchange) for additional information.

### Music/Sound/AudioVisual/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

Subletting virtual booth space is not allowed. Two or more firms may not exhibit in the same single virtual space within the FMX virtual platform. Please contact [ksloan@aafp.org](mailto:ksloan@aafp.org) with questions.

### Traffic and Attendance

The AAFP works to make the FMX virtual Expo Hall (Xchange) an engaging and educational environment for its attendees. Appropriate marketing and promotion of the FMX Expo Hall (Xchange) 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 (Xchange)

In the unlikely event of cancellation of the FMX exposition (Xchange) 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 current assigned Exhibitor's booth fee will be fully refunded.

## Exhibits and Exhibitors

The expo hall at the AAFP FMX has a new name and will now be referenced as the AAFP FMX Xchange.

### Anti-Harassment Policy and Code of Conduct

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

The American Academy of Family Physicians values the participation of each attendee, exhibitor, sponsor, and presenter of the Family Medicine Experience (FMX) and is committed to providing a safe, productive, and welcoming environment for all meeting participants and staff. Accordingly, all FMX attendees are expected to show respect and courtesy to other attendees. All communication should be appropriate for a professional audience including people of all backgrounds. All FMX participants, including, but not limited to, attendees, speakers, volunteers, exhibitors, staff members, and service providers are expected to abide by this Virtual Program's Code of Conduct while attending the AAFP FMX. The AAFP has zero tolerance for any form of discrimination or harassment. If you experience harassment or hear of any incidents of unacceptable behavior, AAFP asks that you inform us so that we can take the appropriate action. Unacceptable behavior is defined as:

- Harassment, intimidation, or discrimination in any form.
- Abuse of any attendee, speaker, volunteer, exhibitor, sponsor, staff member, service provider, or other meeting guest.
- Examples of abuse include, but are not limited to, comments related to age, appearance, disability, ethnicity, gender, geographic location, nationality, professional level, race, religion, and sexual orientation, or threatening or stalking any attendee, speaker, volunteer, exhibitor, sponsor, staff member, service provider, or other meeting guest.
- Nudity.
- Disruption of presentations during sessions, in the Xchange, or at other events organized by AAFP throughout the AAFP FMX virtual meeting. All participants must comply with the instructions of the moderator and any AAFP FMX virtual event staff.

In addition, participants are asked to adhere to the following rules:

- The recording and/or transmission of education sessions in any format is strictly prohibited.

- Presentations, postings, and messages should not contain any promotional materials, special offers, job offers, product announcements, or solicitation for any types of services. Interviews, demonstrations, detailing, or distribution of literature or samples may take place only inside the assigned virtual booth space. Literature or other materials may not be shared or distributed in AAFP common areas within the virtual platform. All presentations will be reviewed for compliance and the AAFP reserves the right to remove inappropriate messages and potentially ban sources of those solicitations.
- Participants should not reproduce or repurpose presentation materials in any way without the express consent from the presenter.
- Participants should not record, copy, or take screen shots of Q&A or any chat room activity that takes place in the AAFP Xchange virtual event.

AAFP reserves the right to take any action deemed necessary and appropriate, including immediate removal from the AAFP FMX Virtual Conference without warning or refund, in response to any incident of unacceptable behavior.

### Badge Allotment

Exhibitors may register up to four (4) booth staff free of charge for each virtual booth. Requests for additional virtual badges over the complimentary allotment will be approved based on the virtual platform capacity and invoiced an additional badge fee of \$955 each, post FMX to the exhibiting company.

The AAFP FMX Planning Committee has recommended only qualified prospects be given access to the AAFP FMX Xchange. 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.

### Co-Marketing

AAFP defines co-marketing as two or more 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 virtual FMX Xchange. Requests should be sent to [ksloan@aafp.org](mailto:ksloan@aafp.org). If approval is given, the Exhibitor must fully comply with all AAFP 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 FMX attendees. The drawing and notification of winner is the responsibility of the Exhibitor and must be drawn after the conclusion of the Virtual AAFP FMX.

### 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 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 30, 2021 to allow sufficient time for review by the eligibility panel.) Contact Jill Vetter [jvetter@aafp.org](mailto:jvetter@aafp.org) Sales Manager 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 Xchange to [jvetter@aafp.org](mailto: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 submit a full list and detailed description of products, devices, and services that will be promoted to attendees at FMX to [jvetter@aafp.org](mailto: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 FMX 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 FMX, or is otherwise not appropriate or desirable for the FMX event 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 virtual access privileges 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.

## 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 virtually must be submitted in writing to [ksloan@aafp.org](mailto:ksloan@aafp.org) for pre-approval.**

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

### Hours of Virtual Xchange/Booth Staffing

The AAFP FMX Virtual Xchange will be open during the following (all times listed are CST):

#### Xchange Exhibit Times

- Wednesday, September 29, 2021 | 11:00 a.m. – 1:00 p.m. and 4:45 – 7:15 p.m.
- Thursday, September 30, 2021 | 10:00 a.m. – 2:00 p.m.
- Friday, October 1, 2021 | 10:00 a.m. – 2:00 p.m.

#### Xchange Career/Recruitment Fair

- Tuesday, September 28 | 11:00 a.m. – 3:00 p.m.

\*Hours subject to change and exhibitors will be notified by written communication.

### In-Booth Education

- In-Booth Education shall not be eligible for CME credit.
- Exhibitors providing in-booth education must display the following in their virtual booth "This Educational Session Does Not Qualify for CME Credit."
- Companies choosing to provide In-Booth Education must inform Kristy Sloan at [ksloan@aafp.org](mailto:ksloan@aafp.org), in writing, no later than August 5, 2021.
- 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:

- Survey must be pre-approved by the AAFP before August 5, 2021. Send survey to Kristy Sloan [ksloan@aafp.org](mailto:ksloan@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, FMX Xchange name, related logos, or brands in survey-related results publications.

Questions? Please contact Kristy Sloan, AAFP Exhibits, at [ksloan@aafp.org](mailto:ksloan@aafp.org), or Jennifer Schuler, AAFP Communications Director, at [jschuler@aafp.org](mailto:jschuler@aafp.org)



## No Shows

**Any Exhibitor which reserves virtual 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.**

## Non-contracted Exhibit Space

Individuals, companies, 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 in the AAFP FMX virtual event platform. Noncompliance will result in the prompt eviction from the virtual event property.

## Virtual Selling of Products or Services

While the primary purpose of the Xchange 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 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 from the virtual platform 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 to AAFP as a result of previous transactions must be paid in full before exhibit space will be assigned.

## Payment/Method of Payment

Prior to August 20, 2021, a 50% deposit is required upon submission of the online Exhibitor Agreement. On or after August 20, 2021, 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 virtual booth space purchased
- 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 virtual FMX event guide.
- 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 virtual FMX event guide.

## Solicitation

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

## 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 FMX Symbol, Brand, Logo

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.

## Video/Photo Release

By participating in the virtual AAFP FMX, Exhibitor grants AAFP the right to videotape or take photographs during 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 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 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.

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.