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

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 Booth Assignment

AAFP acceptance of the Exhibitor Agreement and assignment of booth space are subject to subsequent verification of applicant's eligibility criteria. 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 give the above false impression 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.

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.

Booth Activities/Celebrity Endorsements

- Interviews, demonstrations, detailing, or distribution of literature or samples can take place only inside the assigned booth space. Literature or other materials may not be left or distributed in AAFP 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 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 Kristy Sloan at ksloan@aafp.org prior to **August 31, 2018**. 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 are prohibited.

Exhibitor must submit all requests for booth activities by **August 31, 2018**. Send written requests to Kristy Sloan at ksloan@aafp.org.

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 AAFP's official contractor in the online exhibit service manual. Exhibitors are required to keep their booths clean and free of combustible rubbish. Nightly aisle carpet cleaning will be provided by the AAFP. 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 AAFP's official contractor.
- Booths at the Ernest N. Morial Convention Center are 10' x 10', or in increments of 10'.
- Standard booth construction includes 8' high black & white back drape and 36" high side drape in black. Standard booth drape colors may not be changed by exhibiting companies.
- Aisle carpet color is Tuxedo (black & white) and blue/black in Pavilion exhibit areas.
- 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 in the online exhibit service manual (available **May 1, 2018**).
- 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 booth description will appear under the Exhibitor's name as is listed in 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 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 24, 2018** deadline for the on-site FMX Exhibit Guide piece which will include alpha exhibit list with booth number, and product category listings.

Booth Promotion

Exhibitors will have an opportunity to describe its booth's promotion in a 50 word booth description, product categories, and new to show listings (if applicable) on the AAFP FMX live floor plan, in the FMX mobile app. The onsite FMX Exhibit Guide piece will include alpha exhibit list with booth number, and product category listing if entered by **August 24, 2018** 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.

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 Kristy Sloan, Exhibit Manager in AAFP Show Office B104/B105 near Booth 800 or email ksloan@aafp.org

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 Booths are not allowed.

Standard/Linear In-line Booths

Standard In-line Booths may not exceed 8' back wall height including signage. 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 exhibit booths include 8' black/white back drape, 3' black 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 retrieval, floral, etc.) view the online exhibit service manual. Order forms for the AAFP's official contractor and other official vendors will be available **May 1, 2018**.

Cancellation of Booth Space

Exhibit space that has been assigned and confirmed may be canceled by written notice to Julia Ozark jozark@aafp.org Exhibit Sales. If cancellation notice is received:

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|----------------------------|---|
| Before March 30, 2018 | Exhibitor forfeits 50% of total cost for exhibit space assigned. |
| On or after March 30, 2018 | 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.

Dismantling

Dismantling will be allowed during the following:

- Friday, October 12, 2018 3:30 p.m. – 7:00 p.m.*
- Saturday, October 13, 2018 8:00 a.m. – 5:00 p.m.

*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, October 12, 2018.

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 Freeman, view the order form in the online exhibit service manual around **May 1, 2018**.

Floor Load

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

Floor Plan Revisions

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, October 8, 2018 1:00 p.m. – 5:00 p.m.
- Tuesday, October 9, 2018 8:00 a.m. – 5:00 p.m.
- Wednesday, October 10, 2018 8:00 a.m. – 4:30 p.m.*

*Aisles must be clear of all boxes, skids, crates, trash, materials by 1:00 p.m. 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 Kristy Sloan at ksloan@aafp.org by **August 31, 2018**.
- 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 preapproval from Julia Ozark jozark@aafp.org or Kristy Sloan ksloan@aafp.org, and the Ernest N. Morial Convention Center. Exhibitor Agreement must reflect that the space requested is for a multi-level exhibit. Multi-level exhibits shall not exceed the 20' height limit.

Music/Sound/AudioVisual/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 New Orleans, LA and the Ernest N. Morial 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.

Non-Profit-Public Health Resource Pavilion

Public Health Resource Pavilion (limited to non-profit public service organizations with IRS Tax Code designation as 501 [c] [3,4,6], special rates available*)

*If Exhibitor chooses not to be in this designated area, or the Exhibitor Agreement is received after space is no longer available, Exhibitor may select space in the general exhibit area, however, the full booth rental rate will apply.

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.
- Freeman handles advance orders for ground supported signs and graphic production, view the online exhibit service manual for more information.
- Please contact Kristy Sloan at ksloan@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 jozark@aafp.org 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 (i.e., fire, strikes, governmental regulations, terrorism, or other causes which prevent or make the same commercially unreasonable for its scheduled opening or continuance), then and thereupon Exhibitors and the AAFP have no further obligation to one another, and the AAFP shall determine an equitable basis for determining any refund of the Exhibit booth fee, after due consideration of expenditures and commitments already made.

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.

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.

Exhibiting companies requesting more than their allotted number of free Exhibitor badges will be charged \$995 per additional badge/person. This assessment is made following the AAFP FMX, based on a final badge count. The return of unused badges to Exhibitor registration must be made before 4:30 p.m. on Wednesday, **October 10, 2018**, 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 Kristy Sloan at ksloan@aafp.org, in writing, prior to **August 31, 2018**.

- 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 Kristy Sloan at ksloan@aafp.org and the Ernest N. Morial 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 ksloan@aafp.org. If approval is given, the Exhibitor must fully comply with all AAFP terms and conditions, and all applicable federal, state, and local laws, including any requirements of the Ernest N. Morial 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/Exhibitor Designated Contractor (EAC/EDC)

All exhibiting companies using an Exhibitor-Appointed Contractor/Exhibitor-Designated Contractor ("EAC/EDC") must input contact information for the EAC/EDC in the Exhibit System by **August 31, 2018**. The EAC/EDC is required to provide the AAFP with an appropriate certificate of insurance by **August 31, 2018**. 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 subject to the following.

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

- A. Products, which require approval of the Food and Drug Administration (FDA) for marketing, must receive FDA approval to be eligible to exhibit at the FMX. Exhibitors may be required to show evidence of FDA approval. This requirement applies to medical devices, drugs, cosmetics, and other FDA-regulated products. In accordance with this policy, if non-FDA approved products or services, which require FDA approval, are exhibited, the AAFP may deny installation privileges, or require removal, of the exhibit or discontinuance of any promotion wholly or in part.
- B. 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. (NOTE: 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 August 31, 2018 to allow sufficient time for review by the eligibility panel.) Contact Julia Ozark jozark@aafp.org in Exhibit Sales at 913-906-6297.

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 and alcoholic beverages will not be permitted.

No exhibit will be accepted if the AAFP determines the exhibit is in poor taste, offensive to persons in attendance, promotes an activity that is unethical or illegal or in general, is not in keeping with the character and purpose of the AAFP FMX.

The AAFP may deny installation privileges or require removal of any exhibit or promotion (wholly or in part) that the AAFP finds objectionable for 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 the Ernest N. Morial Convention Center Catering Manager and Kristy Sloan, AAFP. Menus and pricing will be listed in the online service manual **May 1, 2018**.
- If refrigerated storage is required, please contact Freeman to make arrangements - information will be available **May 1, 2018**.
- 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 ksloan@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:

- Wednesday, **October 10, 2018** 4:30 – 7:30 p.m. **Grand Opening!**
- Thursday, **October 11, 2018** 9:00 a.m. – 3:00 p.m.
- Friday, **October 12, 2018** 10:00 a.m. – 3:30 p.m.

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.

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 Kristy Sloan at ksloan@aafp.org , in writing, no later than **August 31, 2018**.
- 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 preapproved by the AAFP before **August 31, 2018**. Send survey to Kristy Sloan 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, related logos, or brands in survey-related results publications.

Questions? Please contact Kristy Sloan, AAFP Exhibits, at ksloan@aafp.org, or Cynthia Stapp, AAFP Communications, at cstapp@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.

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 **March 30, 2018**, a 50% deposit is required upon submission of the online Exhibitor Agreement. On or after March 30, 2018, 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 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 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 square foot 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 *FMX Daily Experience* Exhibit 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 *FMX Daily Experience* Exhibit Guide.

Social/Unofficial Activities

Any social function or special event planned by an Exhibitor to take place during the AAFP FMX, **October 10-13, 2018**, 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. Distribution of exhibitor materials may only be distributed from an exhibitors assigned booth space and is not permitted to attendee sleeping room doors, meeting rooms and general common space rented by AAFP at the Convention Center or in hotel(s) within the AAFP housing block.

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 Julia Ozark at jozark@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.

Exhibit Service Manual (Online)

The exhibit service manual, which will be available online **May 1, 2018**, 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 manual 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 manual 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 New Orleans and the Ernest N. Morial Convention Center <https://www.mccno.com/exhibitors/exhibit-services-order-forms/>.

Housing

Experient 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 Ernest N. Morial 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.

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 31, 2018

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 Louisiana, 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 – Must have separate policy with a limit of \$5,000,000 liability per occurrence. Certificate Holders to be named as additional insureds with waiver of subrogation in their favor. |
| 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.**, New Orleans Public Facility Management, Inc., Ernest N. Morial N.O. Exhibition Hall Authority, **New Orleans Morial Convention Center**, and the City of New Orleans as Additional Insureds.

All certificates of insurance need to be submitted to the AAFP prior to **August 31, 2018**. Send to:

Kristy Sloan, CEM
Exhibit Manager, AAFP
11400 Tomahawk Creek Pkwy.
Leawood, KS 66211

ksloan@aafp.org

* Exhibitor Appointed Contractor/Exhibitor Designated 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 31, 2018**, 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 Ernest N. Morial Convention Center for liability arising in the performance of the Agreement.

Photography and Videotaping

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.

Press/Film Crews

The AAFP FMX is not open to media. We appreciate your continued interest in family medicine please contact the AAFP Public Relations Department at (800) 274-2237, ext. 5204 for further assistance.

Secure Area

The AAFP will provide perimeter security at the Ernest N. Morial Convention Center, during installation, exhibition, and dismantle hours. Additional information will be available in the online exhibit service manual (available **May 1, 2018**).

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 located in the back of the Expo Hall at the Ernest N. Morial Convention Center. Official vendors will be available to answer questions, take on-site orders, and make order changes starting **Monday, October 8, 2018 – Friday, October 12, 2018**.

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 the Ernest N. Morial Convention Center. This includes the use of e-cigarettes.

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 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. Violations will subject the Exhibitor to the following:

- When possible, an on-the-spot warning will be issued outlining the issues that are in violation of the rules and regulations.
- Prior years' warnings and penalties may be taken into account in assessing penalties for current year's violations.
- First violation will result in the company not accruing exhibit participation points for the current year.
- Second violation will result in the company losing one-half its accrued exhibit participation points.
- Third violation will result in the company losing all of its accrued exhibit participation points.
- Fourth violation will result in the company not being eligible to exhibit at future AAFP meetings and exhibitions.

When appropriate, disciplinary action will progress through the steps described above. However, the AAFP, in its sole discretion, reserves the right to levy a more severe penalty without progressing through these successive steps, including immediate termination of the exhibit.

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.

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

The dismantling or packaging of an exhibit or exhibit materials prior to the close of the exhibits may result in the forfeiture of all priority points earned over the past five years. In addition, such action may disqualify the Exhibitor from participating in future AAFP exhibitions.

The AAFP has full authority to interpret or amend the rules and regulations, 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.