

APPLICATION AND CONTRACT FOR EXHIBIT SPACE
2023 ACEP Reimbursement & Coding Conference
January 23-25 | Sheraton New Orleans



Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____ Toll-Free: _____

Website: _____

Space confirmation, exhibitor service manual and other information should be mailed to:

Name (Please Print): _____

Title: _____

Address (if different from above): _____

City, State, ZIP: _____

Contact Phone: _____ E-mail (required): _____

I would like to participate in the Wine & Cheese Reception: yes ___ no ___

Cost: \$175.00 for 2 bottles of wine *(This event is part of the required exhibit hours regardless of your decision to purchase wine for your booth.)*

The undersigned hereby authorizes the American College of Emergency Physicians to reserve exhibit space at the 2023 ACEP Reimbursement & Coding Conference. The undersigned acknowledges receipt of and agreement to abide by the attached rules and regulations.

Authorized Signature: _____

Title: _____ Date: _____

Name (Print or Type): _____

Send completed application with full payment to:

Company Name A-L:

Tina Carter | tcarter@acep.org

Company Name M-Z:

Stephanie Batson | sbatson@acep.org

Make checks payable to:

American College of Emergency Physicians

Check for \$_____ is enclosed (payable to ACEP, in US funds only)

Charge \$_____ to my: VISA MasterCard AMEX

Card#: _____

CVV: _____ Exp. Date: _____ Billing Zip Code: _____

Name as it appears on card: _____

Signature: _____

2023 ACEP Reimbursement/Coding Conference RULES AND REGULATIONS

The rules and regulations contained herein are intended by the American College of Emergency Physicians (“ACEP”) to serve in the best interest of the 2023 ACEP Reimbursement/Coding Conference (the “Event”), the exhibitors, and the registrants and to give notice to applicants and exhibitors of these governing Rules and Regulations. All applicants and exhibitors are bound by the Rules and Regulations. The exhibitor understands and agrees that the information contained in this Prospectus and these Rules and Regulations are an integral and binding part of the booth space agreement. Signing the exhibit space application/agreement indicates understanding and agreement to comply with all policies, terms, Rules and Regulations and conditions in the prospectus, and any other issued by ACEP regarding the Event; willingness to abide by the payment policy; acknowledgement of having read these Rules and Regulations; and agreement to distribute them for proper execution to all individuals involved.

BOOTH PRACTICES

Access to Exhibits

As courtesy, exhibitors may not enter another exhibitor’s booth without the other exhibitor’s approval.

Compliance with Laws

Exhibitor agrees to abide by and assumes all responsibility for compliance with all pertinent laws, regulations and codes of duly authorized local, state, and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, ordinances, or regulations, together with the rules and regulations provided by ACEP and the operators and/or owners of the property where the exhibit space is located.

Demonstrations

Demonstration areas should be organized within the exhibit space so as not to interfere with the flow of aisle traffic. Demonstrations should contribute to the attendees in a professional way. Demonstration tables must be placed a minimum of 2’ from the aisle line. All activities must be supervised by exhibit personnel who have full operating knowledge of the demonstration. Should spectators interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, ACEP reserves the right to have the exhibitor discontinue the activity. ACEP reserves the right to prohibit or curtail any demonstration which, in its opinion, detracts from the general character of the meeting as a whole or consists of products or services inconsistent with the purpose of the Event.

Drawings

Exhibiting companies are permitted to conduct prize drawings. All prizes must have the approval of ACEP Show Management in writing by Friday, January 6, 2023. Curtailment of the contest will be enforced if activity is not pre-approved by ACEP. The “actual” drawing is not allowed in the booth during exhibit hours; however, attendees may register for a drawing to be held outside exhibit hours. Please note that ACEP Show Management will ensure that approved drawing items are compliant with AMA, PhRMA, AdvaMed, and other guidelines regarding these items.

General Conduct

Booth personnel, including demonstrators, hosts/hostesses and models are required to confine their activities within their assigned booth space. Apart from the specifically assigned space from which an

exhibitor has been assigned, no part of the hotel or its grounds may be used by any organization other than ACEP for display purposes of any kind.

Giveaways

Exhibiting companies are permitted to distribute giveaways. All giveaways must be approved by ACEP Show Management in writing by Friday, January 6, 2023. This includes all items that are clearly acceptable (except for descriptive product literature).

Printed Materials

Distribution of printed materials, including audio/video recordings, by industry or its firms is limited to the space rented by the exhibiting company in the exhibit hall. Materials are not allowed in the ACEP registration area.

Sales

The purpose of commercial exhibits is to further the education of attendees through product and service displays and demonstrations. Direct selling is permitted; however, business must take place within the booth and conducted in a manner consistent with the professional nature of the exhibits. Additionally, any company conducting sales must have a valid sales tax permit and have their refunds/exchange/return policy clearly posted within their booth.

Sound

Audiovisual equipment as part of a display is acceptable; however, sound equipment must be regulated so as not to disturb neighboring exhibitors. In addition, spectators must not obstruct aisles or interfere with accessibility to other exhibits. ACEP reserves the right to determine when sound levels constitute interference with others or become unacceptable. In such cases, sound levels will be reduced, or the equipment will be removed at the exhibitor's expense. The exhibitor is responsible for obtaining prior licensing for the use of any music used in presentations in addition to the payment for any licensing fees. Further, the exhibitor is responsible for any and all fees that may be due for the licensing rights use of copyrighted music used in presentations.

Staffing

As a courtesy to attendees and fellow exhibitors, all exhibits must be open on time and each morning and remain staffed at all times during show hours. Failure to have personnel in the exhibit at all times may result in the loss of priority points.

DISPLAY GUIDELINES

Americans with Disabilities Act

Exhibitors shall be fully responsible for compliance with all applicable provisions of the Americans with Disabilities Act (ADA) with regard to their booth space, including, but not limited to, the wheelchair access provisions. Exhibitors shall indemnify, hold harmless, and defend ACEP, its officers, directors, agents, members, and employees from and against claims, liabilities, losses, damages, and expenses (including attorney's fees and expenses) resulting from or arising out of the exhibitor's failure or allegations of exhibitor's failure to comply with the provisions of the ADA.

Backdrops/Drapes

All backdrops and drapes, which are used in an exhibit, must meet the standards of the local fire department in the convention city. Proof that materials are flame-retardant may be required by the fire

marshal. If the fire marshal deems the drape not to be of the standard quality, the drape will have to be replaced with materials which can be provided by the official general contractor. Any such replacement, including labor, will be at the expense of the exhibitor. While banners may be hung from the pipe and drape using such methods as grommets and zip ties, exhibiting companies may not completely replace the drape provided by ACEP with a backdrop that hangs from the top pole via a pole pocket.

Balloons

The use of balloons as part of the exhibit display or as a giveaway is strictly prohibited.

Care of the Building

Decorations and/or notices may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, windows, or walls. Glitter is not permitted in the building. Exhibitors will be held responsible for any damage done to the building, equipment, or decorations.

In-Line Booths

An in-line booth is a booth 10' wide by 10' deep or multiples thereof arranged in a straight line. Display material for in-line booths is restricted to a maximum of height 48" in the front 5' of the booths, and 8' in the rear 5'. The back wall on in-lines is limited to 8' in height, including signs or company name, logo, or product information. Each in-line booth will have an 8' high back drape and 36" high slide dividers defining the sides of the space. The backside of an in-line booth cannot be visible. Show Management can order additional drape, at the expense of the exhibitor, to cover visible portions. In-line booths will be provided with 7"x44" booth identification sign showing company name, city, state, and booth number. The only company name allowed to be displayed is the name of the exhibiting company, as listed on the original application for space. While banners may be hung from the pipe and drape using such methods as grommets and zip ties, exhibiting companies may not completely replace the drape provided by ACEP with a backdrop that hangs from the top pole via a pole pocket.

INTEGRITY OF SHOW FLOOR

ACEP reserves the right to modify or remove any exhibit that does not comply with these Rules and Regulations. All booths must be set up on time, open and staffed during specified hours. Exhibitors who violate these Rules and Regulations may be required to leave the premises and will not be invited to participate in the 2023 Event. All measurements shown on the floor plans are as accurate as possible, but ACEP reserves the right to make modifications. ACEP also reserves the right to restrict exhibits and exhibitor staff that because of noise, method of operation, conduct of exhibitor's staff, materials, or for any other reason become objectionable. ACEP may prohibit or evict an exhibit which, in the opinion of ACEP, detracts from the general character that ACEP determines is desirable. In the event of such restriction or eviction, ACEP is not liable for any refund or rental or other exhibit expenses or for other damages related to such restriction or eviction. No "live" microphones or loudspeaker equipment will be permitted in any exhibit booth but portable film, slide and videotape or other digital projections may be used so long as they do not, in the sole opinion of ACEP, interfere with other exhibits.

ENFORCEMENT OF RULES

By applying for exhibit space, an exhibitor agrees to comply with all terms, conditions, and these Rules and Regulations. Any violations shall subject the exhibiting company to the following penalties:

- First Violation – Loss of current year's priority points plus loss of 10% of the total number of accrued points.
- Second Violation – Loss of current year's priority points plus loss of 50% of the remaining accrued points.

- Third Violation – Loss of all exhibiting privileges. After the third violation, the exhibiting company will not be invited to exhibit at future ACEP meetings.

Any exhibiting company, which fails to notify ACEP, in writing, prior to the Event of its intent to cancel, is deemed a no-show. A no-show may result in a loss of exhibiting privileges at future ACEP Events, and no refunds will be issued. Early dismantling is considered a violation and will result in the loss of all accumulated priority points. No exceptions.

When practical or appropriate in ACEP's discretion, disciplinary action will be progressive according to the above sequence, but a more severe penalty, including refusal of or termination of the exhibit, may be levied without the requirement of progressing through each of the above successive steps. Infractions in the spirit of the rules by potential exhibitors at any time may be considered in determining whether to accept an application from such company seeking to exhibit at any ACEP meeting. Each exhibitor is granted nothing more than a terminable license to exhibit, subject to all the rules herein and the ACEP's approval of the exhibitor's application. If ACEP determines that any exhibitor has failed to comply with any rule herein or any directive issued to the exhibitor ACEP may terminate the license and close that exhibiting company's exhibit without notice. In all interpretation of the rules and regulations, ACEP's decision is final.

INSURANCE

It is the responsibility of each exhibiting company to maintain adequate insurance coverage against injury to persons, theft, damage to or loss of property, and against inability to meet its obligations outlined in the Prospectus. You are required to send ACEP a copy of your insurance policy by Friday, January 6, 2023. Please make sure your company's name is on the policy and that ACEP is listed as an additional insured.

LIABILITY AND INDEMNITY

ACEP shall bear no liability for personal injuries, suffered by an exhibitor or that exhibitor's employees, contractors, or business invitees. ACEP will also assume no liability for damage or loss of property of any exhibitor or that exhibitor's employees, contractors, or business invitees, regardless of the cause, unless such injury or damage results from, or is caused by, the negligence or wrongful acts of ACEP. Upon application for exhibit space, each exhibitor agrees to defend, indemnify, and hold harmless ACEP, its officers, directors, employees, and members from any and all liability to any person or persons for or by reason of any condition, defect or otherwise, of any apparatus, equipment or fixtures furnished by the exhibitor in connection with its exhibit. Exhibitor further agrees to defend, indemnify, and hold harmless ACEP, its officers, directors, employees, and members from any and all liability to any person or persons for or by reason of any act or omission of said exhibitor, or any of its agents, servants or employees. Indemnity includes, but is not limited to, claims of copyright, trademark or patent infringement, unfair competition, and product liability. In no event shall ACEP be liable to an exhibitor for any loss of business, business opportunities, or any other type of direct or consequential damages alleged to be due from a breach of this Agreement. It is understood and agreed that the sole liability of ACEP to exhibitor for any breach of this Agreement shall be for the refund of all amounts paid by the exhibitor to ACEP pursuant to this Agreement, as an exclusive remedy.

NO SHOW POLICY

Any booth unoccupied by 5:00 pm on Sunday, January 22 will be considered a no-show and may be assigned to another exhibitor unless Show Management has received written notice of extenuating circumstances. The exhibitor shall be deemed to have cancelled the exhibit space contract for the Event,

and ACEP will have the right to deny participation at further ACEP meetings. There will be no refund to the exhibitor and no obligation on the part of ACEP to relocate that exhibitor.

PAYMENT POLICY

Full payment must accompany all applications when submitted. Any exhibitor not paid in full upon arriving on site will not be permitted to exhibit until the full payment is remitted to ACEP.

PHOTOGRAPHY AND VIDEO RECORDERS

Videotaping and taking of pictures, other than by the official photographer, is expressly prohibited. Exception to this rule will be granted only with written permission from ACEP.

SHOW CANCELLATION POLICY

Neither party shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control resulting in cancellation of the Event. Such acts shall include, but not be limited to, fire, explosion, strike, freight embargo, act of God, or of public enemy, war, civil disturbance, act of any government, labor disputes, acts or threats of terrorism, strikes, government regulation or advisory (including governmental advisories, quarantines, curfews, epidemics, or pandemics) or any other catastrophe which would prevent the Event's scheduled opening or continuance. In such a Force Majeure even, the parties' performance under this Agreement shall be excused. The exhibitor hereby waives any claim against ACEP and Show Management for damages or compensation.

Refund of the amount paid by the exhibitor will be determined after deduction of any amounts necessary to cover expenses incurred by ACEP in connection with the Event. ACEP and Show Management shall not be financially liable in the event the Event is interrupted, cancelled, moved or dates changed except as provided herein.

STORAGE

Nothing is to be stored behind booths and back wall drapes. The fire marshal and ACEP's Exhibits Manager will inspect all exhibits during setup and throughout the Event to ensure that these areas are kept free of any types of materials. If storage is needed, please arrange for access storage through the official general contractor's service desk. For safety reasons, compliance with this regulation is mandatory.

SECURITY

Security will not be provided in the exhibit area. Note that the American College of Emergency Physicians, the Freeman Company, or the Sheraton New Orleans will not be responsible for theft or damage of exhibit materials.

SUBLETTING/SHARING

Subletting or sharing of exhibit space is not permitted. Exhibitors must show only products or services manufactured or sold by them in the regular course of business. Featuring names, logos or service marks or advertisements of non-exhibiting firms or businesses is not permitted.

USE OF THE ASSOCIATION'S NAME OR LOGO

Exhibitors may not use any ACEP name, mark or logo in advertising with the exception of informational references, such as "See our booth at the 2023 ACEP Reimbursement/Coding Conference in New Orleans." Exhibitors who violate this provision may not be allowed to participate in future ACEP

meetings and may be subject to civil penalties.

The exhibiting of products at the Event does not constitute an endorsement by ACEP. Exhibitors are not permitted to imply or represent in any media that ACEP has endorsed or approved their goods and services unless ACEP has specifically provided such an endorsement in writing.