

**Exhibitor Agreement, Policies & Responsibilities**  
**Texas Radiological Society 97<sup>h</sup> Annual Scientific Meeting**  
**March 26-27, 2010, The Woodlands, TX**

- **Acceptance by the TRS of your online application will cause this entire Exhibitor Agreement to become a binding agreement between the TRS and the Exhibitor.**
- **Acceptance of the exhibitor's application will be conveyed by the TRS sending an official confirmation e-mail to the Exhibitor.**

**Defined Terms**

1. The term "TRS" refers to the Texas Radiological Society, and each of its respective officers, directors, staff, agents and representatives.
2. The term "TRS Show" refers to the Exhibits Program of the Texas Radiological Society held in conjunction with its 97th Annual Scientific Meeting, March 26-27, 2010, in The Woodlands, TX. The TRS Show and all portions thereof, are produced and managed by the Texas Radiological Society.
3. The term "Exhibitor" means, collectively, the company or person(s) that applied for exhibit space and agreed to enter into the Agreement upon acceptance by the TRS.

**Qualifications of Exhibitors**

1. Exhibitors shall be limited to those companies whose products or services are related to the profession or practice of radiology.
2. All exhibitors will need to complete an online application form in order to be considered for participation in the TRS Show.
3. The TRS will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the TRS Show.
4. The TRS reserves the right to refuse to provide exhibit space to any Exhibitor not compatible with the objectives of the TRS Show, or if the TRS Show is full upon receipt of the application.

**Confirmation of Exhibits**

1. Within 4 weeks of the receipt of your online application, the TRS will send an e-mail confirming the acceptance of your application. Detailed shipping, set up and other important information will also be sent in early January, 2010.
2. Acceptance by the TRS of your application denoted by an official confirmation e-mail sent to the Exhibitor will make the entire TRS Exhibitor Agreement binding.

**Size & Type of Exhibits**

All exhibitors must conform to the exhibit dimensions as listed below. Displays will need to be planned accordingly.

- Bronze level exhibitors will be provided with a 6' x 30" draped table, 2 chairs and an electrical outlet (if requested) inside the ballroom. Exhibits **must** be a table-top exhibit. No equipment will be permitted directly on the ballroom floor.
- Silver level exhibitors will be provided with *either* a 6' x 30" draped table *or* a 6' x 4' area in the ballroom foyer, along with 2 chairs and an electrical outlet (if requested). Imaging equipment *is* permitted in the foyer, but security will be your responsibility.

- Gold level exhibitors will be provided with *either* a 12' x 30" draped table *or* a 12' x 4' area in the ballroom foyer, along with 2 chairs. Imaging equipment *is* permitted in the foyer, but security will be your responsibility.

### **Exhibit Display Information & Regulations**

1. Taping or hanging of materials on walls is prohibited.
2. Exhibitors may not serve alcohol at their exhibits.
3. Electric, telephone service and internet connections are NOT provided by the TRS, but may be arranged directly with the hotel for an additional charge. Contact The Woodlands Waterway Marriott Hotel Event Technology Department at (281) 681-5732 or complete the order form at [www.txrad.org/exhibitors](http://www.txrad.org/exhibitors).
4. Security guard services are not provided by the TRS. All items brought into the facility are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding of their exhibit and its contents at all times. Be sure never to leave laptops, cell phones or other valuable equipment unattended at any time.
5. The TRS reserves the right to reject, remove or prohibit any exhibit/display in whole or in part, if, in the opinion of the TRS, the exhibit violates the terms of the Exhibitor Agreement, or if the exhibit is not in keeping with the goals and objectives of the TRS Show.

### **Assignment of Exhibit Space**

1. Exhibitors may consider their space as reserved in the TRS Show (and the TRS Exhibitor Agreement in full effect) upon receiving e-mail confirmation of their application form, along with an Exhibitor Service Kit.
2. **Specific placements will not be assigned however, until full payment has been received.** Upon receipt of full payment, exhibitors will be assigned the next available space closest to the exhibit hall entrance (or registration desk for Silver, Gold and Platinum level exhibitors).
3. **Exhibit table numbers and space assignments will only be available to the exhibitors one week prior to the meeting. These assignments can be found on [the TRS website at www.txrad.org/exhibitors](http://www.txrad.org/exhibitors) on or after March 15, 2010.**
4. Payment must be received by February 26, 2010 or the TRS reserves the right to cancel the Exhibitor's space and this Agreement.
5. The TRS reserves the right to assign exhibit space, change the floor plan or move an Exhibitor's exhibit space without prior notice, if the TRS determines that it is in the best interest of the TRS Show.

### **Payment Policy**

1. Payment need not accompany the online application.
2. Payment must be received by February 26, 2010 in order to avoid cancellation.
3. The Exhibitor will be listed in onsite materials (syllabus, signs, etc.) only if the exhibitor's application and payment is receive by February 26, 2010.
4. The TRS accepts the following types of payment: checks drawn on a US bank and credit cards including Visa, MasterCard and American Express.

### **Soliciting/Subletting**

1. Solicitation of businesses except by exhibiting firms is prohibited.
2. Exhibitors are restricted from soliciting customers in the aisles, or in any other area of the meeting except the areas designated as exhibit spaces.
3. Exhibitors must remain within their own space while distributing literature, product samples, or other materials.
4. Subletting of space (i.e. use of an exhibit space by two or more firms) is not permitted.
5. Advertising material or signs by companies other than those that have rented exhibit space are prohibited.

### **Exhibitor Etiquette**

1. Official TRS name badges must be worn by Exhibitor personnel during all TRS events.
2. Any non-registered exhibitors without a name badge will be asked to leave the exhibit area.
3. Smoking inside the TRS Show is prohibited.

### **“No Show” Exhibitors**

1. Any Exhibitor who is a “no show,” meaning that the exhibit space is not set up and staffed by the show opening time, without prior permission from the TRS, will forfeit their space for the duration of the TRS Show.
2. Non-attendance does not constitute cancellation on the Exhibitor’s part, and no refunds or credits will be issued.
3. The TRS will replace a “no show’s” exhibit space as it determines is in the best interest of the TRS Show.

### **Cancellation by Exhibitor**

1. A full refund will be made to the Exhibitor if written notice is received by the cancellation date of February 12, 2010.
2. After February 12, 2010, no refunds will be issued, and no credit will be issued if TRS is able to successfully resell the exhibit space.
3. The cancellation date above will apply regardless of the date on which TRS Show accepted the Exhibitor’s application.
4. TRS assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TRS Show.

### **Cancellation by TRS**

1. If, after the Agreement is entered into, the TRS fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TRS Show, due to fire, strikes, authority of the law, act of God or any other cause or reason, and the Exhibitor is not responsible for such failure, the Exhibitor’s sole and exclusive remedy shall be the return of all monies that Exhibitor has paid in connection with the Application/Agreement, and thereupon this Agreement shall be deemed canceled by mutual consent, and the Texas Radiological Society shall be relieved from further liability thereafter.
2. If Exhibitor fails to make payment by the deadline, The TRS may terminate the Agreement.

3. The TRS reserves the right to refuse Exhibitor permission to move in and participate in the TRS Show if the Exhibitor has an outstanding balance.

### **Unethical Conduct**

1. Prohibited or unethical conduct or violations of TRS policy will subject the exhibitor to dismissal from the meeting. Should this occur, all exhibit fees and any other fees paid to TRS will be forfeited.
2. Exhibitor will remain liable for any damages due to its prohibited or unethical actions.

### **Communication**

1. The Exhibitor consents and agrees to receiving messages regarding the TRS Show via email or fax.

### **Insurance & Exhibitor Appointed Contractors (EAC's)**

1. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others.
2. The Exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the Agreement for exhibit space, workers' compensation insurance in full compliance with all federal and state laws governing all of the Exhibitor's employees engaged in performance of work for the Exhibitor.
3. If requested by the TRS, Exhibitor may be required to submit a certificate of insurance evidencing the required insurance.
4. Exhibitor Appointed Contractors (EAC) are individually required, at their own expense, to secure and maintain insurance coverage equivalent to that listed above, and may also be asked to furnish a certificate of insurance.
5. Any EAC must adhere to and will be bound by the Rules and Regulations and terms stated in this Agreement.
6. Exhibitors will be responsible for their EAC's.

### **Indemnification**

1. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of the exhibitor's activities on the hotel or convention center premises and will indemnify, defend, and hold harmless the hotel, the convention center, its owners, management company, respective agents and employees from any and all such losses, damages, and claims.
2. The exhibiting company shall hold the TRS, its officers, employees or agents harmless for any damages, theft, or personal injury occurring during the meeting.

### **CME Policies for Commercial Exhibitors**

As an accredited CME provider, Scott & White is governed by the Accreditation Council for Continuing Medical Education's *Standards for Commercial Support of Continuing Medical Education*. In accordance with these Standards, Scott & White has established the following policies for commercial exhibits held in conjunction with its educational activities:

1. Arrangements for exhibits may neither influence planning nor interfere with the presentation of the educational activity.
2. Commercial/promotional materials may not be displayed or distributed in the same room immediately before, during, or immediately after the CME activity.

3. Representatives of commercial supporters and exhibitors may attend the CME activity if they wish, but may not engage in sales activity in the room where the educational activity is held.
4. As the accredited CME provider of this educational activity, Scott & White requires all exhibitors to disclose through signage at exhibit booths, the FDA status of the medical devices or pharmaceuticals displayed. Further information on these rules and regulations may be obtained from the FDA.

### **Social Functions**

Exhibitors agree not to hold any private events that may overlap with any pre-planned TRS CME or social events.

### **Promotional Errors**

TRS will not be liable for any errors or omissions in the TRS Show's attendee lists, websites, newsletter or any other promotional or on-site materials.

### **Shipping**

Freeman Decorating Services is handling shipping for the TRS Show. Freeman will contact you directly via email with shipping address, rates and other information. Please contact Freeman directly with any shipping or materials handling questions at (214) 634-1463 and ask for Exhibitor Services.

### **For more information, contact:**

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