

**Exhibitor Regulations**  
**Texas Neurological Society**  
**Summer Conference, July 23-24, 2010, San Antonio, TX**

**Defined Terms:**

- a) The term “TNS” means the Texas Neurological Society and each of its respective officers, directors, staff, agents and representatives.
- b) The term “TNS Show” means the Texas Neurological Society 2010 Summer Retreat, July 23-24 in San Antonio, Texas, USA. The TNS Show and all portions thereof, is owned, sponsored, produced, and managed by the Texas Neurological Society.
- c) The term “Exhibitor” means, collectively, the company or person that applied for exhibit space and agreed to enter into the contract upon acceptance by TNS.

**Qualifications of an Exhibitor:** TNS Show management will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the TNS Show. Exhibitors shall be limited to those whose products or services are related to neurology medical, professional, or practice interests. The TNS reserves the right to refuse to provide exhibit space to any exhibitor not compatible with the general character and objectives of the TNS Show, or if the TNS Show is full upon receipt of the application.

**Compliance:**

- a) Smoking inside the TNS Show is prohibited.
- b) Exhibitors may not serve alcohol inside the TNS Show.
- c) TNS Show management reserves the right to reject, remove or prohibit any exhibit/display in whole or in part, or any Exhibitor or its representatives if, in the opinion of TNS Show management, the exhibit or the activities of the Exhibitor or its representatives violates the contract, the Rules or Regulations, or are detrimental to the goals and purposes of the TNS Show.
- d) Prohibited or inappropriate conduct which results in the Exhibitor removal will also result in the forfeiture of all exhibit fees, or any other fees; the Exhibitor will remain liable for any damages due to its actions.
- e) Use of a booth space by two or more firms is not permitted. Subletting of space is not permitted.
- f) Any Exhibitor who is a “no show,” meaning that the booth is not set up and staffed by the show opening time, without prior permission, will forfeit his/her booth space for the duration of the TNS Show. Non-attendance does not constitute cancellation on the Exhibitor’s part, and no refunds or credits will be issued. TNS Show management will

replace a “no show’s” booth space as it determines is in the best interest of the TNS Show.

**Do Not Call Waiver** – The Exhibitor consents and agrees to receive messages regarding the TNS Show via email or fax.

**Assignment of Exhibit Space:**

- a) Exhibitor may consider his/her space as reserved in the TNS Show upon acceptance of the application. However, placement in the hall will not be assigned until full payment has been received. Exhibitor will be assigned the next available space closest to the exhibit hall entrance upon payment in full. Payment must be received by July 9, 2010 or TNS reserves the right to cancel the Exhibitor’s contract.
- b) Exhibitors and Supporters will be listed as such in the initial physician brochure if application is received and accepted by May 3, 2010.
- c) TNS Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor’s exhibit space, without prior notice, if TNS Show management determines that it is in the best interest of the TNS Show.

**Payment Policy:**

- a) Payment need not accompany the signed application. The Exhibitor will be listed in the initial physician mailing brochure if the application has been received by May 3, 2010.
- b) Payment must be received by July 9, 2010 in order to be listed in the on-site materials as an Exhibitor, and to avoid cancellation.
- c) Types of payment: check drawn on a US bank, credit cards (VISA, MC, AMEX)

**Cancellation by Exhibitor**

- a) A full refund will be made to the Exhibitor if written notice is received by June 18, 2010.
- b) After this date, no refunds will be issued. There will be no credit for resale of space.
- c) This cancellation date will apply regardless of the date on which TNS Show accepted the Exhibitor’s application.
- d) TNS assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TNS Show.

**Cancellation by TNS:**

- a) If, after the contract is entered into, the TNS fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TNS 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 it has paid in connection with the Application/Contract. In such case, the TNS shall bear no further liability or responsibility under such agreement.

- b) If Exhibitor fails to make payment by the deadline, TNS Show management may terminate the contract.
- c) TNS Show management reserves the right to refuse Exhibitor permission to move in and set up and exhibit if the Exhibitor is in arrears of any payment.

**Relocation:** TNS Show management reserves the right to cancel, rename, or relocate the TNS Show or change the dates on which it is held. In the unlikely event that TNS Show management relocates the TNS Show to another facility within the same city, or changes the dates to dates that are not more than 30 days earlier or 30 days later than the dates on which the TNS Show originally was scheduled, no refund will be due the Exhibitor, but TNS Show management will assign to the Exhibitor, in lieu of the original exhibit space, such other exhibit space as TNS Show management deems appropriate. The Exhibitor agrees to use such space under the terms of the contract.

### **Insurance Requirements and Exhibitor Appointed Contractors**

- a) Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others.
- b) The Exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the contract 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.
- c) Policies shall list the TNS as a named additional insured.
- d) Carrier must be licensed to do business in Texas.
- e) If requested by the TNS, Exhibitor may be required to submit a certificate of insurance evidencing the required insurance.
- f) 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.
- g) Any EAC must adhere to and will be bound by the Rules and Regulations and terms stated in this contract.
- h) Exhibitors will be responsible for their EAC's.

### **Exhibit Booth Details**

- a) Each Exhibitor will be provided with a 6' by 30" draped table, two chairs, and an electrical outlet if needed. Exhibitors must conform to this or equivalent floor space.
- b) Telephone service, decorating services, and internet connections are not provided by the TNS. The ballroom is carpeted.
- c) Security guard services are not provided by the TNS. 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.

**Social Functions:** Exhibitors agree to not hold any private events earlier than 7 pm on Friday, as this would conflict with the TNS welcome reception. Exhibitors are welcome to host private social events on Friday evening after 7 pm, and anytime on Saturday evening.

**Promotional Errors:** TNS will not be liable for any errors or omissions in the TNS Show's attendee lists, websites, newsletter or any other promotional or on-site materials. TNS assumes no responsibility for having included the name of a cancelled Exhibitor in material related to the TNS Show.

**For more information, contact**

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