

CLINICAL
TMS
SOCIETY



PULSES

ANN ARBOR, MI • OCTOBER 27-29, 2023

Exhibitor
Prospectus



Welcome

We are excited to announce the Clinical TMS Society will be offering a three day PULSES: A Comprehensive Review of Transcranial Magnetic Stimulation for Psychiatric Conditions Course in Ann Arbor, Michigan on October 27-29, 2023!

This in-depth training certificate course features lectures and hands-on training delivered by Clinical TMS Society renowned clinicians, engineers and researchers.

REACH YOUR TARGET AUDIENCE

Doctors • Support Staff • Decision Makers

Take advantage of this opportunity to showcase your company to new and prospective international TMS providers, mental health practitioners, technicians, and support staff at the Clinical TMS Society PULSES Workshop in Ann Arbor.

As a Partner you will have the unique opportunity to exhibit your device, extend your brand identity, and create a strong, visible presence among the lead interested TMS providers. The PULSES workshop in Colorado Springs drew over 120 attendees. We are excited to continue to build on the success of PULSES in Ann Arbor.

For more information regarding partnership and exhibiting opportunities, contact:

Kelsey Ostrow

phone: 1-845-392-3238 Ext. 21

email: info@clinicaltmsociety.org

Exhibitor Benefits

EXHIBITOR PRICING

Standard Pricing

\$3,500 USD

DEVICE SPACE

8' x 10' Booth Area



REPRESENTATIVE

Staff

1

EVENT MARKETING

Company name

Listed on event

Promotional emails



Exhibitor Details

- ⇒ **Device Space** – 8x10' area to setup your device for the hands-on training program
- ⇒ **Staff** – One representative to assist during the hands-on training program
- ⇒ **Event Marketing** – Company logo and link to website on all event promotional email blasts

PLEASE NOTE:

This in-depth introductory/refresher course will be held October 27-29, 2023. The hands-on device training will be conducted on the afternoon of October 28, 2023. In the afternoon, attendees will get the opportunity to participate in a hands on training with each device company. Attendees are randomly divided into small groups and spend approximately 20 minutes at each device depending on time available. Attendees will also have additional free time to visit with the device companies.

The exhibitor representative is only present to help operate the system, describe its features and also to audit to make sure the device is not misused. Your representative can act as a second set of eyes and hands to make sure things during the hands-on device training go smoothly.

**In the event CTMSS must cancel the PULSES course due to unforeseen circumstances, CTMSS will refund the cost of registration. However, CTMSS does not assume responsibility for any additional costs, charges, or expenses; to include, charges made for travel and lodging.*

PULSES Workshop Exhibitor Agreement (Rules & Regulations)

Eligibility for Exhibiting:

1. The TMS Device exhibits are an integral part of the Clinical TMS Society (CTMSS) PULSES Workshop.
2. CTMSS in its sole discretion may reject any application and prohibit any exhibit or part of an exhibit for any reason and may cancel, or refuse rental of display space to any person or company whose conduct or display of goods is, in the sole opinion of the CTMSS, incompatible with the general character and educational objectives of the meeting and the policies of the CTMSS.

Additional TMS-related companies (i.e., peripheral equipment, placement devices, EEG equipment, robotic arms) may exhibit as space allows.

General Rules:

1. Exhibit space will be assigned by CTMSS on a first-come, first-serve basis for each TMS Device Company and will not be secured until the payment is received.
2. Each exhibit space is for one device or one peripheral TMS-related company; two products may be in one space if the same company owns them.
3. Each exhibit space is allotted with two booth representatives. Booth representatives must be employees of the exhibitor company.
4. Personnel staffing the exhibit may attend, and must be familiar with the CTMSS Exhibitor Rules and Regulations prior to the opening of the exhibits.
5. Substitutions, changes, and cancellation requests for booth representatives are to be emailed to info@clinicaltmssociety.org no later than seven (7) business days prior to the Conference.
6. All changes or substitutions done onsite will incur a \$100 processing fee.
7. Each booth representative attending will be required to sign an agreement that all will abide by the CTMSS Exhibitor Rules and Regulations prior to attending the Conference.
8. Each device representative should attend the PULSES lectures that precedes the exhibit hall time.
9. Exhibitors must comply with conference and location management rules and regulations.
10. Arrangements and payment for any A/V or electrical needs of the Exhibitor are to be handled directly with the hotel.
11. Each Exhibitor is responsible to the service contractor and/or facility.
12. Amplified sound systems will not be permitted.
13. Animals will not be allowed in the exhibit area.
14. Active selling and product distribution are discouraged, but marketing and sales lead generating are allowed.
15. CTMSS shall at all times maintain full complete control over the planning, content, quality, implementation, and all other aspects of the PULSE workshop.

16. Other than the exhibit space (which must be used in accordance with these PULSES workshop Rules and Regulations), nothing shall give the Exhibitor any right to control the content or any other aspect of the PULSES Workshop.

17. Neither the acceptance of registration nor the existence of an exhibit at the PULSES Workshop shall imply an endorsement by CTMSS of the Exhibitor. While a company may advertise that they are attending PULSES as an exhibitor, no endorsement by CTMSS should be implied.

18. CTMSS shall not be liable to any third party in any way for the acts or omissions of the Exhibitor.

Contract for Space:

The completion of the reservation form for exhibit space and full payment is required to reserve the exhibit space for the PULSES Workshop.

Terms and Conditions:

1. Exhibitor/partnership fees: 100% of the exhibitor fees (and any additional partnership fees) are due and payable in full no later than September 29, 2023 for inclusion in printed materials.

2. All Exhibitor and/or partnership fees paid are non-refundable without exception.

3. If the Exhibitor fails to make any payment described in this Agreement on or before the due date, the Exhibitor's right to participate may be canceled without further notice and without refunding monies paid.

4. In the event of cancellation by the Exhibitor on or after the date of execution of the contract, the Exhibitor will be obligated for 100% of the contracted fees, plus any legal fees (including attorney's fees) resulting from collection efforts.

5. Exhibit hours: The CTMSS will establish exhibition hours and reserves the right to make schedule changes as it deems appropriate. Exhibition hours will be determined based on the PULSES course schedule.

Installation and dismantling:

1. Exhibit space is assigned by exhibitor level on a first-come, first-served basis.

2. The Exhibitor expressly agrees that if the Exhibitor fails to install products in its assigned space or fails to remit payment for required space rental at times specified, the CTMSS shall have the right to take possession of said space and lease same to parties and upon such terms and conditions, it may deem proper.

3. In addition, the Exhibitor may not dismantle the display until the exhibition is finally closed to the public, at the date and time as indicated by CTMSS PULSES faculty.

Use of exhibition space:

1. The Exhibitor shall not assign to a third party its rights to the exhibition space or any portion thereof without the prior written consent of CTMSS, which CTMSS may grant or withhold at its sole discretion.
2. Any firm or organization that is not assigned exhibit space will not be permitted to solicit business within the exhibit area.

Reassignments:

1. The CTMSS may reassign exhibit space not occupied at the exhibition's opening to another exhibitor without refunding the partnership/exhibitor fees.

Repair or Damages:

1. Nothing may be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other Hotel and/or Convention Center property.
2. The cost of repairing any damage to the Hotel or Convention Center inflicted by the Exhibitor, their employees, their representatives, or agents will be billed to and paid for by the Exhibitor.

Indemnity and limitation of liability:

1. CTMSS, nor any of their contractors or affiliated organizations, their officers, agents, employees, facilities, other representatives, or assigns shall be held liable for, and they are hereby released from, any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, pandemic, epidemic, water, any natural disaster, unavailability of the exhibition facility or intermediate staging facilities (including any damage, loss, harm, or injury in connection with the Conference, exhibits, or staging), accident, or any other cause, except to the extent caused by the negligent acts or omissions of CTMSS, or any of its or their employees or contractors. The Exhibitor shall indemnify, defend, and protect CTMSS and hold CTMSS harmless from any and all claims, demands, suits, liability damages, losses, costs, 'attorneys' fees, and expenses that might result or arise due to negligence on the part of the Exhibitor, its officers, agents, employees, or representatives.
2. CTMSS and the Hotel shall not be responsible for the security of Exhibitor's equipment or its proprietary software or hardware information. This limitation of liability applies to equipment for use in the exhibit area, general session, conference sessions, and any other conference rooms or facilities. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability.

Exhibitor Disclosure Requirements:

1. All medical device exhibitors of any type, including those designed for any related medical treatment process, are required to disclose to all participants whether or not they are FDA registered or have a CE mark at the PULSES workshop.

2. Exhibitors who fail to properly disclose will forfeit their right to exhibit at the event.
3. CTMSS shall have the right to ask exhibitors to take down their booth and exit the conference premises.

Anti-Discrimination Policy:

1. Any company that wishes to conduct recruitment efforts in the CTMSS exhibit areas must agree that its policy is not to discriminate in recruitment or employment based on gender, race, religion, sexual orientation, or physical or mental disability. Registration for exhibit space evidences that the Exhibitor agrees to this policy.

Observance of laws:

1. Exhibitors shall abide by and observe all laws, rules and regulations, and ordinances of any applicable government authority and all venue rules.
2. The Exhibitor shall not engage in any display, publication, performance, or other activity which conflicts with any federal, state, or local law, regulation, rule, or ordinance.
3. Nor shall the Exhibitor, or its representatives or employees, engage in any lewd display, publication, or performance.
4. Exhibitors will not display or bring any animal, bird, or other nonhuman creature into the exhibit without the written permission of the CTMSS.

Cancellation or termination by CTMSS:

1. If the PULSES course or any part thereof is prevented from being held or is canceled by the CTMSS because of war, fire, natural disaster, strike, hotel construction/ renovation project, government regulation, public catastrophe, Act of God, pandemics, epidemics, or the public enemy: or the space becomes unavailable, the CTMSS in its sole discretion shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate display fees received that remains after deducting expenses incurred by the CTMSS.
2. In no case shall the amount of the refund to the Exhibitor exceed the amount of the fee paid.
3. CTMSS reserves the right to change or cancel any portion of the exhibit schedule as it deems necessary and appropriate.
4. All changes and/or cancellations will be communicated to Exhibitors in writing.

Governing law:

1. All terms and conditions in this Agreement are subject to and governed by the laws of the state of California.
2. Any legal action arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California, and Exhibitor and CTMSS consent to personal jurisdiction and venue in such courts.

Meetings and entertainment:

1. All activities marketed to attendees of the PULSES Workshop must be coordinated and approved by CTMSS.
2. No educational, social, hospitality, or other types of meeting or event may be held during any session or activity appearing on the schedule of events.
3. Any other social functions must be scheduled at a time or place where they will not interfere with any activities planned by CTMSS or the Pulses Workshop itself.

Unofficial Activities:

1. The CTMSS restricts specific time periods during the Pulses Workshop so that unofficial activities do not compete with official events such as educational programming times.
2. In accordance with CTMSS policy, unofficial activities may NOT be held during the restricted times listed below.
3. If space in CTMSS venues is requested, it must be accompanied by a complete description of the activity for consideration and approval.

Americans with Disabilities Act:

1. Exhibits must be accessible to the disabled as specified in the Americans with Disabilities Act.

Fire Safety Regulations:

1. Exhibitors must comply with all local fire regulations. Booth decorations must be flameproof, and all hangings must clear the floor.
2. Electrical wiring must conform to all federal, state, and municipal government requirements and the National Electrical Code Safety Rules.
3. If inspection indicates that any exhibitor has neglected to comply with these regulations or otherwise incurs fire hazards, CTMSS reserves the right to cancel all or such parts of the exhibit as may be in violation.

Exhibitor and Booth Conduct:

1. All Exhibitor company staff members must conduct themselves in a professional manner according to CTMSS and hotel guidelines.

Acceptable conduct would include but not be limited to the following:

- Exhibitor Company representatives should present responses to attendees from the scripted PULSES materials provided so that attendees can have consistent, relevant information from each Exhibitor.
- Exhibitor Company representatives should conduct all marketing and demo activity via an emphasis on positive aspects of their products and services and should refrain

from making negative statements about other Exhibitors and partners or about their products and services.

- All Exhibitors must confine all promotional activities to their booth. Solicitation of registrants in the aisle by company personnel is prohibited.
- All show floor staff should be attired in a manner consistent with the event.
- All Exhibitor Company representatives are to interact respectfully and thoughtfully with each other and conference attendees in the exhibit hall and social settings.
- All Exhibitor Company Representatives are to respect the rights of other partners to conduct business during exhibit hours without interference or improper intervention.
- No exhibit space should be left unattended during Exhibit Hall hours - i.e., all Exhibit Hall staff should be present in each company area during all hours that the Exhibit Hall is open to attendees.
- No off-hour booth presentations shall be allowed unless first coordinated with the CTMSS management.
- Employees of exhibiting and partnering companies are prohibited from advertising competitive events.
- Distribution of product/service literature may be made only within the booth space assigned to the Exhibitor.
- Exhibitors are permitted to distribute descriptive product literature and products of their manufacture, provided such distribution is in keeping with PULSES's educational and professional character.
- The CTMSS prohibits distributing (either free or for sale) educational enduring materials onsite that award CME credit.
- Videotaping and photographing by exhibitors within the Exhibit Hall is restricted to individual booth space.
- Exhibitors are not permitted to videotape or take photos of other exhibit booths.
- Attendees may at any time deny permission to be photographed or videotaped by a CTMSS photographer or media.
- Any photos or videography taken by CTMSS, including exhibitors and attendees, may be used for publication on www.clinicaltmssociety.org, printed material, and other official purposes as needed by the CTMSS.

Exhibitor misconduct:

1. Any detrimental conduct, including but not limited to abusive language, threats, assault, vandalism, theft, and similar acts, will result in the immediate removal of the offender(s) from the re-

mainder of the Conference.

2. In cases of violation of law, charges may be filed for prosecution. Misconduct may result in potential loss of current or future exhibiting opportunities.
3. CTMSS will not be liable for any refunds, rentals, or other exhibit expenses due to eviction or misconduct of exhibitor company representative(s).

Eviction and Restrictions:

1. CTMSS reserves the right to terminate an exhibitor's participation in the exhibition when the method of operation becomes objectionable or detracts from the general character of the exhibits as a whole.
2. CTMSS is not liable for any refunds of rentals or other exhibit expenses.
3. Companies receiving such notice may not be eligible to exhibit at future CTMSS meetings.

Forfeiture:

1. If an exhibitor does not follow these PULSES Workshop Rules and Regulations or any other requirements established by CTMSS, the Exhibitor shall forfeit the amount paid for booth space, regardless of whether the exhibit space is subsequently leased.
2. Exhibitors found in violation of any of the Rules and Regulations will, at the discretion of CTMSS, have their badges confiscated, will be escorted from the Exhibit Hall, fined up to \$5,000, and/or banned from exhibiting at future CTMSS PULSES Workshops.

Interpretation and Amendments:

1. CTMSS shall have full power to interpret or amend these rules, and its decision is final.
2. The Exhibitor agrees to abide by all PULSES Workshop Rules and Regulations that may hereafter be adopted by CTMSS.

Printed name

Title

Signature

Email

Date

This document should be signed by the device company president, CEO, CMO, marketing director, and any device technicians or trainers in attendance with PULSES.

Exhibitor Commitment Form

Please select an option below:

Exhibitor

\$3,500 USD

Company/Division Name :

Primary Contact Name:

Title:

Phone:

Cell:

Fax:

Email:

Address:

City/State:

Zip:

Country:

I would like to pay via:

Check # _____ OR Credit Card

Billing Name:

Credit Card Number:

Expiration Date:

Security Code:

Billing Address:

City/State:

Zip:

Country:

TOTAL AMOUNT: \$

Pay online using this link: <https://www.clinicaltmssociety.org/events/366/12713/pulses-ann-arbor>

Please send this form, signed agreement and payment to:

(E) info@clinicaltmssociety.org

(M) 4747 N. First St Suite 140, Fresno CA 93726

(F) 559-227-1463