

Exhibit Space Allocation

Exhibit space will be assigned by The CTMSS according to exhibitor level on a first-come, first-serve basis.

All personnel staffing your exhibit must be familiar with the CTMSS Rules and Regulations prior to the opening of the exhibits. Each booth representative attending will be required to sign an agreement prior to attending the 2020 Annual Meeting.

Exhibit Information

1. Exhibitors must comply with conference and location management rules and regulations.
2. Amplified sound systems will not be permitted.
3. Animals will not be allowed in the exhibit area.
4. Each exhibitor is responsible to the service contractor and/or facility.
5. Arrangements and payment for any A/V or electrical needs of exhibitor to be handled directly with hotel.
6. Each exhibit is allotted X number of booth representatives based on the level of commitment by the company. Additional booth representatives are \$419 per person.
7. Booth representatives must be employees of the exhibitor company, or directly hired by the exhibitor as company representatives for this event.
8. Substitutions, changes and cancellations requests for booth representatives are to be emailed over to info@clinicaltmsociety.org by Monday, May 4, 2020. All changes or substitutions done onsite will incur a \$50 processing fee.

Eligibility for Exhibiting

The exhibits are an integral part of the CTMSS Annual Meeting. 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. Active selling and product distribution are not permitted, with the exception of books and publications.

Control

CTMSS shall at all times maintain full control over the planning, content, quality, implementation and all other aspects of the Annual Meeting. Other than the exhibit space, which must be used in accordance with these Annual Meeting Rules and Regulations, nothing shall give exhibitor any right to control content or any other aspect of the Annual Meeting. Neither the acceptance of a registration nor the existence of an exhibit at the Annual Meeting shall imply an endorsement by CTMSS of the exhibitor. 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 PDF form or online reservation for exhibit space and full payment is required to reserve the exhibit space.

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 Tuesday, April 2 for inclusion in printed materials. All Exhibitor and/or partnership fees paid are non-refundable without exception. 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 cancelled without further notice and without refund of monies paid. In the event of cancellation by the exhibitor on or after the date of execution of contract, the exhibitor will be obligated for 100% of the contracted fees, plus any legal fees (including attorney's fees) resulting from collection efforts.
2. **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 conference program schedule.
3. **Installation and dismantling:** Exhibit space are assigned by exhibitor level on a first-come, first-served basis. The Exhibitor expressly agrees that in the event that 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. In addition, the Exhibitor may not dismantle the display until the exhibition is finally closed to the public, at the date and time so indicated by The CTMSS.

Partner/Exhibitor Agreement

4. **Use of exhibition space:** 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 The CTMSS, which The CTMSS may grant or withhold at its sole discretion. Any firm or organization that is not assigned exhibit space will not be permitted to solicit business within the exhibit area.
5. **Reassignments:** Exhibit space not occupied at the opening of the exhibition may be reassigned by CTMSS to another exhibitor without refund of the partnership/exhibitor fees.
6. **Repair or Damages:** Nothing will be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceiling, furniture or other property of the Hotel and/or Convention Center. The cost of repairing damage inflicted by the exhibitor, its employees, representatives or agents to the Hotel and/or Convention Center will be billed to and paid for by the exhibitor.
7. **Indemnity and limitation of liability:** The 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, water, 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 The CTMSS, or any of its or their employees or contractors. The Exhibitor shall indemnify, defend, and protect The CTMSS and hold The 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. The 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.
8. **Exhibitor Signage Requirements:** All 1) Medical devices of any type, including those designed for the treatment of pain AND 2) Pharmaceutical exhibitors are required to display signage disclosing whether or not they are FDA registered in the Clinical TMS Society (CTMSS) Annual Meeting Exhibit Hall. Exhibitors who fail to have required signage will forfeit their right to exhibit at the event. The CTMSS shall have the right to ask exhibitors to take-down their booth and exit the conference premises.
9. **Anti-Discrimination Policy:** 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.
10. **Observance of laws:** Exhibitors shall abide by and observe all laws, rules and regulations, and ordinances of any applicable government authority and all rules of the Venue. 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. Nor shall the exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. Exhibitors will not display or bring into the exhibit any animal, bird or other nonhuman creature without written permission of the CTMSS.
11. **Cancellation or termination by The CTMSS:** If, because of war, fire, strike, hotel construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy, the Conference or any part thereof is prevented from being held or is canceled by The CTMSS, 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 and reasonable compensation to The CTMSS. In no case shall the amount of the refund to the Exhibitor exceed the amount of the fee paid. The CTMSS reserves the right to change or cancel any portion of the exhibit schedule, as it deems necessary and appropriate. All changes and/or cancellations will be communicated to Exhibitors in writing.
12. **Governing law:** All terms and conditions in this Agreement are subject to and governed by the laws of the state of California. 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 the CTMSS consent to personal jurisdiction and venue in such courts.

13. **Meetings and entertainment:** All activities marketed to attendees of the Conference must be coordinated and approved by The CTMSS. No educational, social, hospitality, or other type of meeting or event may be held during any session or activity appearing on the schedule of events. Any other social functions must be scheduled at a time or place where they will not interfere with any activities scheduled by The CTMSS or with the Conference itself.
14. **Unofficial Activities:** The CTMSS restricts certain time periods during the meeting so that unofficial activities do not compete with official events, such as business meetings and peak educational programming times. In accordance with CTMSS policy, unofficial activities may NOT be held during the restricted times listed below. If space in CTMSS venues is requested, it must be accompanied by a full description of the activity for consideration and approval.
 - Wednesday, May 13, 2020 | 5:00 am - 11:59pm
 - Thursday, May 14, 2020 | 5:00 am - 11:59pm
 - Friday, May 15, 2020 | 5:00 am - 11:59pm
 - Saturday, May 16, 2020 | 5:00 am - 11:59pm
15. **Americans with Disabilities Act:** Exhibits must be accessible to the handicapped as specified in the Americans with Disabilities Act.
16. **Fire Safety Regulations:** Exhibitors must comply with all local fire regulations. Booth decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform with all federal, state and municipal government requirements and to the National Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, CTMSS reserves the right to cancel all or such part of the exhibit as may be in violation.
17. **Exhibitor and Booth Conduct:** All Exhibitor company staff members must conduct themselves in a professional manner according to The CTMSS and hotel guidelines. Acceptable conduct would include but not be limited to the following:
 - Exhibitor Company representatives should conduct all marketing and demo activity via emphasis on positive aspects of their own 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 for 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 show hours - i.e. all show floor staff should be present in each company area during all hours that the show floor is open to attendees.
 - No off-hour booth presentations shall be allowed unless first coordinated with the show management. Employees of exhibiting and partnering companies are prohibited from advertising competitive events.
 - Giveaway contests and raffles, when used as a promotion to attract attendance at your booth, are permitted on the exhibit floor. Public address announcements of winners on the exhibit floor are not permitted.
 - 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 own manufacture, provided such distribution is in keeping with the educational and professional character of the Annual Meeting. The CTMSS prohibits the distribution (either free or for sale) of 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 CTMSS photographer or media. Any photos or videography taken by CTMSS, including of exhibitors and attendees, may be used for publication on www.clinicaltmssociety.org, printed material and for other official purposes as needed by the CTMSS.

Partner/Exhibitor Agreement

18. **Exhibitor misconduct:** 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 remainder of the conference. In cases of violation of law, charges may be filed for prosecution. Misconduct may result in potential loss of current or future exhibiting opportunities. CTMSS will not be liable for any refunds, rentals, or other exhibit expenses due to eviction or misconduct of exhibitor company representative(s).
19. **Eviction and Restrictions:** 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. CTMSS is not liable for any refunds of rentals or other exhibit expenses. Companies receiving such notice will not be eligible to exhibit at future CTMSS meetings.
20. **Forfeiture:** If an exhibitor does not follow these Annual Meeting 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. Exhibitors found in violation of any of the Rules and Regulations will, at CTMSS's discretion, have their badges confiscated, will be escorted from the Exhibit Hall, fined up to \$5,000, and/or banned from exhibiting at future CTMSS Annual Meetings.
21. **Interpretation and Amendments:** CTMSS shall have full power to interpret or amend these rules, and its decision is final. The exhibitor agrees to abide by all Annual Meeting Rules and Regulations that may hereafter be adopted by CTMSS.

The undersigned hereby makes application for exhibit space and agrees to abide by all accompanying exhibit Terms and Conditions on this Partner/Exhibitor agreement.

Print Name & Authorize Signature

Date

Title

Email

Questions: 845-392-3238
Please mail this form, signed agreement and payment to:
4747 N. First St., Suite 140
Fresno, CA 93726

