

TOMA/TXACOF 17th Annual Convention
Exhibitor and Sponsor Rules and Regulations

1. Purpose. The objective of the TOMA/TXACOF 17th Annual Convention is to further the Texas Osteopathic Medical Association's (TOMA) objectives by providing a forum through exhibits and educational sessions. Exhibitors are limited to companies/organizations, and agencies whose exhibits are in harmony with the purpose of this Exposition.

2. Location of Exhibits. The Exposition will be held at the Health Science Center/Texas College of Osteopathic Medicine in Fort Worth, Texas.

Subleasing - Exhibitors may not sublet exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the Exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from their booth. Rulings of TOMA/TXACOF shall, in all instances, be final with regard to the use of exhibit space.

3. Occupancy Default. Any Exhibitor failing to occupy exhibit space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, TOMA/TXACOF shall have the right to use such space and re-allocate or reassign for such purposes or use as TOMA/TXACOF may see fit.

4. Eligibility. TOMA will consider applications from proposed exhibitors whose products and/or services directly serve the osteopathic medicine community and align with the principles and mission of the 16th Annual Convention. The 17th Annual Convention is a scientific exhibition. Accordingly, applications from proposed exhibitors whose products are purely cosmetic will not be accepted.

5. Authority to Review Applications. The 17th Annual Convention is a program of the Texas Osteopathic Medical Association (TOMA). TOMA has the exclusive right to evaluate, accept or reject, in its sole and absolute discretion, applications to exhibit and to determine the eligibility of any exhibitor for inclusion in the Exhibition.

6. Force Majeure. In the event that any part of the physical area thereof is unavailable, whether for the entire event, or a portion of the event, as a result of fire, flood, tempest or any such cause or as a result of governmental intervention, malicious damage, acts of war, platform disruption or any other cause or agency over which or its representatives have no control, or should TOMA decide that because of any such cause it is necessary to cancel, postpone or reschedule the Exhibit, TOMA or its representatives shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result.

7. Compliance with Applicable Laws and Regulations. Each exhibiting organization is responsible for understanding of and compliance with the specific requirements of the Exhibit Hall and any other code to which they have signed on, the policies within the CMSS Code, including any local, state, and federal laws pertaining to pharmaceutical and medical device manufacturer conduct.

8. Cancellation or Change of Face-to-Face Exposition by TOMA. In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of TOMA or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of TOMA. TOMA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by

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virtue of cause or causes not reasonably within the control of TOMA. Causes for such action beyond the control of TOMA shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the HSC TCOM municipal, state or federal laws, or act of God. Should the meeting be offered virtually only, the exhibit booth will be provided on the virtual platform. Should TOMA terminate this agreement pursuant to the provisions of this section, the Exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to Exhibitors at the sole discretion of TOMA and in any case, will not exceed the amount of each Exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by TOMA through the date of Exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

9. Payments, Refunds and Cancellation by Exhibitor. All exhibit space and sponsorship items must be paid in full prior to the start of the Exposition. Exhibitors with outstanding balances will not be permitted access to the Exhibit Hall, virtual platform, freight docks, or begin the installation of their exhibits. Registrations will also be withheld until full payment has been received.

Payment Policy:

- After April 2024...100% due with application

TOMA requires payment in full no later than May 15, 2024. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

In the event of cancellation by an Exhibitor, TOMA shall determine an assessment covering its cost for administration of the default, reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

- Through April 30, 2024....50%
- After May 1, 2024.... 100%

TOMA must receive written notification of the cancellation by email or certified mail. Date cancellation notice is received by TOMA will determine above assessment charges. In the event of either a full or partial cancellation of space by an Exhibitor, TOMA reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling Exhibitor of the obligation to pay the cancellation assessment.

In addition to the above cancellation penalties, should Exhibitor cancel within 60 days prior to the first move-in day of the face-to-face Exposition, Exhibitor may be assessed fees incurred by TOMA to cover the booth area and convert it to a lounge area. Cancellation of exhibit space includes cancellation of registration allotted with exhibit space. Note that any exhibiting company that cancels exhibit space BEFORE it has made full payment is liable for full payment of the original cost of the total exhibit space less any applicable refunds as explained herein. Appropriate payment must be received within 15 days of cancellation.

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10. Limitation of Liability. Exhibitor agrees to make no claim for any reason whatsoever against TOMA, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of TOMA. The Exhibitor is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an Exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the Exhibit Hall. TOMA shall bear no responsibility for the safety of the Exhibitor, its personnel, employees, agents or representatives or personal property.

12. Installing, Exhibiting, Dismantling. Hours and dates for installing, exhibiting, and dismantling shall be those specified by TOMA. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by TOMA. Early dismantling is expressly prohibited by TOMA. All booths must be staffed until Exhibits officially close. Exhibitors who dismantle before closing will be subject to Priority Point reduction and possible exclusion from future TOMA meetings.

13. Damage to Property. Exhibitor is liable for any damage caused by Exhibitor, Exhibitor's agents, employees, or representatives to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors, or walls, or to standard booth equipment.

14. Food and Beverage. Approval for the distribution of food and beverage sampling must be obtained from TOMA Staff and the Health Science Center TCOM. Popcorn, peanuts, and other loose items are prohibited. Exhibiting companies who will be providing food and beverage to attendees in their exhibit booths must order and pay for porter service through the exclusive general services contractor.

15. Alcoholic Beverages. The dispensing, distribution, or use of alcoholic beverages in the Exhibit Hall is prohibited without the express prior approval of TOMA.

16. Flammable Materials. No flammable fluids or materials of any nature (including decorative materials, use of which is prohibited by national, state, or city fire regulations) may be used in any booth.

17. Hazardous Waste Disposal. Hazardous waste is any material being stored, recycled, or thrown away that could cause injury or death, or pollute air, land, or water. Exhibitors who generate material meeting any of these criteria, during their exhibiting activity, need to:

- a. Be aware of the full scope of the hazard associated with waste created with the exhibit.
- b. Conform to requirements of all regulatory agencies having jurisdiction over the creation of hazardous waste in that location.
- c. Submit the name of the waste disposal company in writing to TOMA, no later than 30 days prior to the start of move-in.

18. Noise and Odors. Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. TOMA shall have sole discretion in determining what is noisy, obstructive, or objectionable.

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19. Music. Any Exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. TOMA is not responsible for any licensing fees for music played in Exhibitor's booth and Exhibitor shall indemnify and hold harmless TOMA against any costs or liability, including reasonable attorneys' fees, incurred as a result of a claim of infringement.

20. Obstruction of Aisles or Booths. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booth shall be suspended for any periods specified by TOMA.

21. Attendance; Non-Discrimination. TOMA is committed to maintaining attendees' confidence and trust by providing a safe, productive, and welcoming environment for all meeting participants and TOMA staff. TOMA expects all meeting attendees (including, without limitation, paid and complimentary registrants, official guests, speakers, exhibitors, and vendors) to maintain high standards of professional conduct and comply with this Code of Conduct set forth for the meeting. To the degree that an attendee, individually or collectively, purposefully circumvents or otherwise violates this Code of Conduct, TOMA deems such conduct a serious infraction of this Code that jeopardizes that attendee's ability to attend this meeting and future TOMA meetings. TOMA reserves the right to revoke the conference registration or exhibition participation and fees, without refund, of any attendee not in compliance with this Code of Conduct.

1. TOMA is committed to maintaining an environment that encourages respect and dignity for each individual. As part of the commitment, TOMA prohibits harassment, intimidation, and discrimination by attendees towards other attendees or towards staff before, during, or after their course of business regarding the meeting.
2. TOMA expects attendees to uphold the professional and educational purposes of TOMA and its events by respecting the rights, privacy, safety, and dignity of all persons. TOMA expects individual attendees to exercise professionalism, consideration, and respect in their communications (oral and written) and actions. TOMA expects individual attendees to refrain from harassing speech or other similar behavior.
3. Attendees may not engage in any of the following: (a) abuse of any attendee or staff member, including but not limited to, verbal or written comments related to gender, sexual orientation, disability, physical appearance, body size, race, religion, political views/affiliation, or national origin; (b) inappropriate use of nudity and/or sexual images in public spaces or in presentations; and (c) threatening or stalking behavior towards any attendee or staff member.

22. Booth Personnel. Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "Exhibitor" badge identification furnished by TOMA while they are in the exhibit area. TOMA reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

23. Height and Non-Blocking Regulations. All exhibit display construction design must conform to the regulations set forth in the "Display Rules and Regulations." A copy of the "Display Rules and Regulations" will also be available in the Exhibitor Service Manual. All exhibits must be constructed and arranged in such a manner as to be able to accommodate the viewing audience inside each exhibit space so as to discourage the formation of a standing crowd in the aisles. All construction must be

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substantial and fixed in position for the duration of the show. No exhibits that violate local, state, or federal laws or regulations, including safety codes, will be permitted. Combustible decorations of any kind are prohibited.

24. Electrical Safety. All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

25. Use of Space. Displays and demonstrations are limited to the confines of an Exhibitor's own booth, as is the distribution of literature or other items.

26. Display. TOMA shall have full authority for approval or arrangement and appearance of items displayed. TOMA may, at its discretion, require replacement, rearrangement, removal or redecoration of any item or any booth, and no liability shall attach to TOMA for the costs that may evolve upon Exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to Exhibitors in adjoining booths. If such surfaces remain unfinished at 3 hours before the scheduled opening of the show, TOMA shall authorize the official decorator to affect the necessary finish and the Exhibitor must pay all charges involved thereby.

27. Integrity of the Show Floor. TOMA reserve the right to modify or remove any exhibit that does not comply with these Rules and Regulations. TOMA 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. TOMA may prohibit or evict an exhibit which, in the opinion of TOMA, detracts from the general character that TOMA determines is desirable. In the event of such a restriction or eviction, TOMA is not liable for any refund or rental or other exhibit expenses or for other damages relating to such restriction or eviction.

28. Exhibitor Representative's Responsibility. Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, Exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the TOMA, the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of Exhibitor, Exhibitor's agents, employees or representatives.

29. Americans with Disabilities Act. Exhibitors shall be responsible for compliance with the Americans with Disabilities Act (Public Law 101- 336) regarding their exhibit space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at 800-514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

30. Children in the Exhibit Hall. Children under the age of 18 are not allowed on the exhibit floor during move-in or move-out hours. Children must be registered and have a badge to attend any portion of the 16th Annual Convention, including the Exhibit Hall.

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31. Waiver of Rights. Any rights of TOMA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of TOMA.

32. Relocation and Floor Plan Revisions. TOMA retains the exclusive right to revise the Exhibit Hall floor plan and/or move assigned exhibitors as necessary.

33. Amendment and Addition Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of TOMA. TOMA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

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

- a. First Violation – Loss of current year’s Priority Points plus loss of 10% of the total number of accrued points.
- b. Second Violation – Loss of current year’s Priority Points plus loss of 50% of the remaining accrued points.
- c. Third Violation – Loss of exhibiting privileges. After the third violation, the exhibiting company will not be invited to exhibit at future TOMA meetings.

When practical or appropriate in TOMA’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. Infraction in the spirit of the Rules and Regulations by potential exhibitors at any time may be considered in determining whether or not to accept an application from such company seeking to exhibit at any TOMA meeting. Each exhibitor is granted nothing more than a terminable license to exhibit, subject to all the rules herein and the TOMA’s approval of the exhibitor’s application. If TOMA determines that any exhibitor has failed to comply with any rule herein or any directive issued to the exhibitor, TOMA may terminate the license and close that exhibiting company’s exhibit without notice. In all interpretations of the Rules and Regulations, TOMA’s decision is final.

35. Agreement to Rules. Exhibitor, for himself/herself/theirself or itself, his/her/their or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Service Manual, and by any amendments and additional rules that may be put into effect by TOMA.