

# 49<sup>th</sup> Annual Texas Meeting

## **Exhibitor Application**

If you are sending a check, please complete both pages However, reserving your exhibit space online at www.tsge.org is STRONGLY ENCOURAGED

Exhibiting Company:		
Contact Person:		
Email:		
Address:		
City/State/Zip:		Phone:
Description of Product	:/Service:	
List firms you do NOT wi	sh to be in close proximity to:	
Silver Exhibitor	\$4,500 \$6,000 \$8,000 \$10,000 \$25,000	basic AV (mic, podium and screen). The fee also includes the n September 20 - 22, 2024.
	nips \$1,500 \$2,500	Register Bulius

Welcome Reception.....\$3,500

Meeting App......\$5,000

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# $49^{th}$ Annual Texas Meeting

## **Exhibitor Application**

**EXHIBITOR TERMS AND CONDITIONS** 

Payment Deadline: Exhibits are available on a first come, first served basis. Once the exhibit hall is sold out, companies have the option of being on a wait list in the event that another company cancels. Upon acceptance, TSGE will provide exhibit space as outline in the Exhibitor Regulations once payment is made. Payment in full is due by August 19, 2024. It is not necessary to send payment with this application form, but payment should be received by August 19, 2024.

Cancellation Deadline: A full refund will be made to the Exhibitor only if written notice is received by August 19, 2024.

If, after the contract is entered into, the TSGE fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TSGE Annual Meeting, due to fire, strikes, authority of 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 TSGE shall bear no further liability or responsibility under such agreement.

EXHIBITOR AGREES TO BE RESPONSIBLE FOR HIS/HER OWN PROPERTY. EXHIBITOR SHALL RELEASE AND HOLD HARMLESS AND INDEMNIFY TEXAS SOCIETY FOR GASTROENTEROLOGY AND ENDOSCOPY FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, LAWSUITS, DAMAGES AND ASSESSMENTS, INCLUDING LEGAL FEES, THAT RESULT FROM AN ALLEGATION OF NEGLIGENCE ON THE PART OF THE EXHIBITOR OR TEXAS SOCIETY FOR GASTROENTEROLOGY AND ENDOSCOPY OR THIRD PARTIES IN THE USE OF THE EXHIBIT SPACE OR ACTIVITES IN CONNECTION WITH THE USE OF EXHIBIT SPACE.

Acceptance of Application: Acceptance of this application as an agreement between the Exhibitor and the Texas Society for Gastroenterology and Endoscopy will occur only when an official confirmation packet has been sent by TSGE. It is understood that disapproval of an Exhibitor, per the terms outlined in the Exhibitor Regulations, will result in termination of the agreement without penalty to either party.

Exhibitor Regulations Agreement: The undersigned acknowledges and agrees to the Exhibitor Regulations as published by the Texas Society for Gastroenterology and Endoscopy (available upon request) are considered to be part of this agreement between the Exhibitor and the Texas Society for Gastroenterology and Endoscopy.

Warranty of Authority: The Exhibitor and person signing this application on behalf represent and warrant that the undersigned person is a duly authorized and appointed agent of the Exhibitor, is fully empowered to bind the Exhibitor to all provisions contained in this agreement.

Γitle:	Date:	
Company:		
Signature:		



## $49^{th}$ Annual TexasMeeting

### Exhibitor Regulations

#### **DEFINED TERMS**

- a) The term "TSGE" means the Texas Society for Gastroenterology and Endoscopy and each of its respective officers, directors, staff, agents and representatives.
- b) The term "TSGE Show" means the Texas Society for Gastroenterology and Endoscopy 2024 Annual Texas Program September 20 22, 2024 in Austin, Texas. The TSGE Show and all portions thereof, is owned, sponsored, produced, and managed, by the Texas Society for Gastroenterology and Endoscopy.
- c) The term "Exhibitor" means, collectively, the company or person that applied for the exhibit space and agreed to enter into the contract upon acceptance by the TSGE.
- d) Qualifications of an Exhibitor: The TSGE Show management will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the TSGE Show. Exhibitors shall be limited to those whose products or services are related to gastroenterology medical, professional, or practice interests. The TSGE reserves the right to refuse to provide exhibit space to any exhibitor not compatible with the general character and objectives of the TSGE Show, or if the TSGE Show is full upon receipt of the application

#### **COMPLIANCE**

- a) Smoking inside the TSGE Show is prohibited.
- b) Exhibitors may not service alcohol inside the TSGE Show.
- c) The TSGE 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 the TSGE 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 TSGE 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 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 TSGE Show. Non-attendance does not constitute cancellation on the Exhibitor's part,

- and no refunds or credits will be issues. The TSGE Show management will replace a "no show's" booth space as it determines is in the best interest of the TSGE Show.
- g) "Suitcasing" is prohibited. Suitcasing is the act of soliciting business in the aisles during the exhibition or in other public spaces, including another company's booth or a hotel lobby, OR the act of attending the TSGE meeting without registering as an exhibitor. If the exhibit hall is sold out, a vendor may still attend the meeting as an official participant, but the vendor must pay the full exhibit fee. Violators of this policy will be banned from future TSGE meetings.

Do Not Call Waiver- The Exhibitor consents and agrees to receive messages regarding the TSGE Show via email.

#### ASSIGNMENT OF EXHIBIT SPACE

- a) Exhibitor may consider his/her space as reserved in the TSGE 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 August 19, 2024 or the TSGE reserves the right to cancel the Exhibitor's contract.
- b) Exhibitors and Supporters will be listed as such in the initial physician meeting brochure if applications is received and accepted by May 10, 2024.
- c) The TSGE Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor's exhibit space, without prior notice, if the TSGE Show management determines that it is in the best interest of the TSGE 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 10, 2024.
- b) Payment must be received by August 19, 2024 in order to be listed
- c) Types of payment: check drawn on a US Bank, credit cards (VISA, MC, AMEX)



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### Exhibitor Regulations

#### **CANCELLATION BY EXHIBITOR**

- a) A full refund will be made to the Exhibitor if written notice is received by August 20, 2024.
- b) After the 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 the TSGE Show accepted the Exhibitor's application.
- d) The TSGE assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TSGE Show.

#### CANCELLATION BY THE TSGE

- a) If, after the contract is entered into, the TSGE fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TSGE 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 and it has paid in connection with the Application/Contract. In such case, the TSGE shall bear no further liability or responsibility under such agreement.
- b) If the Exhibitor fails to make payment by the deadline, the TSGE show management may terminate the contract.
- c) The TSGE 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

The TSGE Show management reserves the right to cancel, rename, or relocate the TSGE Show or change the dates on which it is held. In the unlikely event that the TSGE Show management relocates the TSGE 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 TSGE Show originally was scheduled, no refund will be due the Exhibitor, but the TSGE Show management will assign the Exhibitor, in lieu of the original exhibit space, such other exhibit space as the TSGE 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 TSGE as a named additional insured.
- d) Carrier must be licensed to do business in Texas.
- e) If requested by the TSGE, 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.

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

