



# Skin, Bones, Hearts & Private Parts

## EXHIBIT RULES & REGULATIONS

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#### RESERVING EXHIBIT SPACE

To register for exhibit space, complete the application and submit with payment for approval. Exhibit booths are assigned on a first come, first paid basis. Payment in full must be received prior to booth setup. Upon approval, SBHPP agrees to hold space for the company signing this application and returning it to the SBHPP office with full payment. The authorized signature makes this contract firm and binding and you understand and agree to abide by all rules, regulations, and conditions of this contract.

#### CONTRACT FOR SPACE

By completing the application for the 2022 SBHPP Conference, the company, organization, association and management company (collectively referred to as "exhibitor" or "exhibit"), acknowledge they have fully read and agree to comply with all information provided in the Exhibitor Prospectus, as well as related procedures, forms and communications. Completion of the application process represents a firm and binding contract with the understanding and agreement to abide by all rules, regulations and condition of SBHPP and the conference venue. Failure to abide by such rules and regulations result in forfeiture of all monies paid or due to SBHPP under terms of this agreement. SBHPP Management reserves the right to accept or reject any and all applications.

#### CANCELLATIONS AND REDUCTIONS

Cancellations must be made in writing and sent to SBHPP Event Management at Meeting Management Associates, 16 W State St, PO Box 723, Sherburne, NY 13460 or via email to [oria@mma-inc.com](mailto:oria@mma-inc.com). Any exhibitor or sponsor who wishes to cancel or reduce space 30 days prior to the conference start date will be charged 30% of the fee for the cancelled booth or sponsorship. Requests for cancellation or reduction of space received less than 30 days prior to the conference start date will result in no refund. In order for cancellation to be complete, exhibitors canceling exhibit space must also cancel conference hotel block reservations.

It is expressly agreed by the exhibitor that in the event the exhibitor fails to pay the exhibit space rental charge at the times specified or fails to comply with any other provisions contained in these rules and regulations concerning the use of exhibit space, Event Management shall have the right to reassign the confirmed booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid for the space reservation, regardless of whether or not Event Management enters into a further lease for the space involved. In case the exhibition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the exhibitor shall be terminated. In such case, the limit claim for damage and/ or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space for this specific event.

#### NO SHOWS

Exhibitors with reserved exhibit space, who do not inform SBHPP in writing of their inability to exhibit prior to the Exhibit Hall opening, will forfeit all payments for booth rental and may not be eligible at future SBHPP conferences.

#### RELOCATION OF EXHIBITS AND FLOOR PLAN REVISIONS

SBHPP reserves the exclusive right to revise the Exhibit Hall floor plan(s) and/or relocate any assigned exhibitors as necessary for the betterment of the event as determined solely by SBHPP. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and will be subject to relocation.

#### PAYMENT POLICY

We advise you to submit payment with your contract as soon as possible. Exhibit booths, product theaters, and other exhibit and sponsorship opportunities are assigned on a first come, first paid basis. Payment is required before booth setup. SBHPP agrees to hold space for the company signing this application and returning it to the SBHPP office with full payment (see cancellation policy).

#### BOOTH CONSTRUCTION

##### EXHIBITORS AUTHORIZED REPRESENTATIVES

Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the company's exhibit. The exhibitor shall assume responsibility for such representative being in attendance throughout all exhibition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times.

All exposed parts of displays must present an attractive appearance when viewed from the aisles or from adjoining exhibits and must not be objectionable to other exhibitors or SBHPP. No roofing or floor covering may be used to span an aisle without special prior permission and approval from Event Management.

##### SIGNAGE

Exhibit signs are permitted only within the confines of the booth. SBHPP strictly prohibits the display of signage of any type by exhibitors throughout the official conference hotel(s).

##### DECORATION RESTRICTIONS

The use of latex products is restricted. Balloons and inflatables are prohibited. Please contact Event Management at 607-674-6617 or via email at [oria@mma-inc.com](mailto:oria@mma-inc.com) for further information.

##### FIRE REGULATIONS

All material used in the Exhibit Hall must be flameproof and fire resistant in order to conform to local fire ordinances and meet regulations established by the National Association of Fire Underwriters.

##### BOOTH CONSTRUCTION

All exhibit backgrounds must conform to the standards set by the Healthcare Convention & Exhibitors Association, which are as follows:

- Backgrounds are limited to eight (8) feet in height, inclusive of company name and logo and may be maintained up to 50 percent of the distance from the back wall toward the front of the space.
- No obstructions in the front half of the booth above a height of forty (40) inches are permitted.

## ARRANGEMENT OF EXHIBITS

Each exhibitor is provided an official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Event Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Event Management, any exhibit fails to conform to the Exhibitor Kit guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition.

## EXHIBITS & PUBLIC POLICY

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in their exhibition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

Event Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to its exhibit or display, Event Management will endeavor to answer them.

If unusual equipment or machinery is to be installed or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Event Management for information concerning facilities or regulations. Exhibitors must comply with city and state fire regulations.

Independent contractors must conform to IAEE, ESCA, ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

## STORAGE OF PACKING CRATES & BOXES

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. Event Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty".

Unattended freight in any display as of one (1) hour prior to the exhibition opening will be removed and stored at the exhibitor's sole risk and expense.

Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements but neither Event Management nor its service contractors will assume any responsibility for damage to them.

The removal and return of large crates will be charged for at prevailing rates. Crates, boxes or other materials unclaimed by the exhibitor after the exhibition will be removed at the exhibitor's expense. Exhibitors will be billed by the Event Contractor for removal time and materials at prevailing rates. Neither Event Management, the service contractors, nor the exhibit facility shall assume any liability whatsoever for loss or damage.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purposes.

## INSTALLATION & DISMANTLE

Event Management reserves the right to fix the time for the installation of a booth prior to the exhibition opening and for dismantle after the conclusion of the exhibition. Any space not claimed and occupied by the end of installation time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exhibition. Exhibits must be staffed during all exhibitor hours and may not, to any extent, be dismantled before

the exhibition closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

Exhibits must remain intact until close of show. The packing of equipment, literature, etc. or dismantling of exhibits is strictly prohibited until the official announcement that the Exhibit Hall is closed.

## BOOTH ACTIVITIES

### CONDUCT

The conduct of each exhibit is subject to the approval of SBHPP, which reserves the right to require modification of any exhibit, which, in its opinion, is not appropriate to the 2022 SBHPP Conference. This regulation also applies to displays, literature, advertising, novelties, souvenirs and the conduct of representatives, etc. All exhibitors are responsible for ensuring their representatives and/or agents adhere to all of these rules and regulations.

While we appreciate that some exhibiting companies/organizations may wish to build ongoing relationships with fellow exhibitors, and their representatives exhibitors are strictly prohibited from soliciting other exhibitors during exhibit hall open hours.

Event Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation or display of unsuitable materials, is determined by Event Management to be objectionable to the successful conduct of the exhibition as a whole.

Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestions caused by demonstrations or other promotions.

### SOUND

Microphones are not permitted. Exhibits which include the operation of musical instruments, radios, sound projection equipment or any noisemaking machines must be conducted or arranged so that the noise resulting from demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Event Management shall be the sole judge of what constitutes appropriate sound levels.

### DISTRIBUTION OF MATERIALS

No canvassing or distributing of advertising materials will be allowed outside an exhibitor's own booth space without pre-approval by Event Management.

### EXHIBIT/PROMOTIONAL ACTIVITY

- All exhibits must be constructed or arranged so as to accommodate their visitors within the booth area. Aisles must be kept free of obstructions.
- No exhibitor may sell or recruit within the aisle space.
- No person, firm or agency who is not an official exhibitor may display or demonstrate products or services, solicit orders or distribute advertising material within any facility contracted by SBHPP for its Conference.
- Subletting, assignment or appointment of the whole or any part of the space by an exhibitor is prohibited. No exhibitor may permit any other party to exhibit any goods or services other than those manufactured or handled by the contracting exhibitor in its space nor permit the solicitation of business by others within that space. Exhibitors are not permitted to feature names or advertisements of non-exhibiting

manufacturers, distributor or agents in the exhibitor's display, parent or subsidiary companies excepted.

- No exhibitor may enter another exhibitor's booth without permission.
- Each exhibiting company has only a terminable license to exhibit. If SBHPP determines that an exhibitor has failed to comply with any rule or that the exhibit is not in good taste to SBHPP, SBHPP can terminate this license and close the exhibit without notice and no refund of fees will be paid.
- All applicable products must meet FDA guidelines and standards or be FDA approved. All products must meet state regulatory guidelines.

### **DIRECT SALES**

Sales are permitted within the exhibit area with prior written approval. Approved exhibitors may not sell any goods or services other than those specified on the exhibitor space application and approved in writing as an addendum to the contract by Event Management. Exhibitors must adhere to all the applicable use and sales tax laws of the state in which the conference is being held.

### **LITERATURE DISTRIBUTION**

Distribution of literature may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the exhibition. Trade publications may be distributed from their booth upon request only.

### **STAFFING**

Booths must be staffed at all times during exhibit hours by bona fide employees or representatives of the exhibitor. As a courtesy to the participants and fellow exhibitors, SBHPP expects strict adherence to opening and closing hours. Booths found to be unmanned during the final exhibit hours may result in not being eligible to exhibit at future conferences.

### **PHOTOGRAPHY/RECORDING/STREAMING**

Exhibitor consents to SBHPP using any photos, other images and any results of conference related activities that occurred during the 2022 SBHPP Conference for media outreach efforts, promotional campaigns, various publications/communications or other business purposes as determined by SBHPP without compensation. Photographing, recording or streaming of any SBHPP conference activities is prohibited without prior written approval by SBHPP. Photographing, recording or streaming another exhibitor's equipment or display without that exhibitor's permission is forbidden. SBHPP, its agents or show security will confiscate the recorded or captured images of any exhibitor who violates these rules.

### **COPYRIGHT LICENSING**

Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform or display any copyrighted materials including but not limited to music, video and software. Exhibitor shall indemnify and hold harmless SBHPP, Event Management, General Contractor and facility against cost, expense or liability, which may be incident to, arise out of or be caused by exhibitor's failure to obtain a requisite license.

### **SBHPP NAME AND LOGO**

The SBHPP name and logo are the exclusive property of SBHPP. They may not be used in any way, e.g. promotional literature, giveaways, by anyone else for any purpose without specific written approval by SBHPP.

### **SBHPP ENDORSEMENT**

Distribution of materials, brochures, samples or items and all related advertising and activities conducted during the conference does not constitute endorsement by SBHPP.

### **LIVE ANIMALS**

The use of live animals is subject to approval by Event Management.

### **FOOD/BEVERAGE**

Food and beverage are permitted in exhibit booths upon prior approval by Event Management. Specific venues rules may apply. Questions may be directed to Event Management at 607-674-4752 or via email at [oria@mma-inc.com](mailto:oria@mma-inc.com).

### **MODELS**

Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

### **SOCIAL FUNCTIONS**

Any social function or special event planned by an exhibiting company, organization or recruiter, to take place during the SBHPP Conference, must be pre-approved by SBHPP. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions, during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by SBHPP and/or Event Management.

### **EXHIBIT REPRESENTATIVES**

Each company representative will need to check in at the registration desk upon arrival. Each exhibiting company will be allowed two (2) representatives per exhibit space.

## **LIABILITY**

### **LIABILITY & INSURANCE**

All property of the exhibitor remains under his/her custody and control in transit to and from the Exhibit Hall and while it is in the confines of the Exhibit Hall. Neither Event Management, its service contractors, the management of the Exhibit Hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes and the exhibitor expressly waives and releases any claim or demand they may have against any of them by reason of any damage or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

### **INDEMNIFICATION**

Exhibitor agrees that it will indemnify and hold and save SBHPP, General Contractor and Event Management whole and harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted against SBHPP, General Contractor and Event Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either proximate or remote, wholly or in part, by an act, omission, negligence or misconduct on the part of exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of exhibitor, or when any such injury or damage is the result either proximate or remote, of the violation by exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such indemnification of SBHPP, General Contractor and Event Management by exhibitor shall be effective unless

such damage or injury may result from the sole negligence, gross negligence or willful misconduct of SBHPP, General Contractor and Event Management. Exhibitor covenants and agrees that in case SBHPP, General Contractor and Event Management shall be made a party to any litigation commenced by or against exhibitor or relating to this lease or the Premises leased hereunder, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon SBHPP, General Contractor and Event Management by virtue of any such litigation.

### **PROPERTY DAMAGE**

Neither Event Management nor exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty and Event Management and exhibitor expressly waives any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exhibition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Event Management and exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

### **USE OF CERTAIN PROPERTY**

Exhibitor will assume all costs arising from the use of patented, trademarked or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless SBHPP, Event Management, General Contractor, the Hotel, the Facility and their officers, directors, members, agents and employees from and against all claims, demands, suites, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind of nature, which might result from or arise out of use of any such material(s) described above.

### **CARE OF BUILDING & EQUIPMENT**

Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

### **WAIVER**

Event Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Event Management. No delay or omission by Event Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

### **ATTORNEYS' FEES**

Should Event Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interests or interests under this agreement, Event Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges and expenses including attorneys' fees.

### **GENERAL SERVICE CONTRACTOR**

A General Contractor will serve the 2022 SBHPP Conference. Full contact information for the general contractor will be included with the sponsorship confirmation.

### **EXHIBITOR KITS**

An Exhibitor Kit will be sent electronically, which includes forms for ordering show services such as: furniture, electric and labor, as well as information regarding shipping and material handling. Companies are urged to order all services required in advance.

### **AMERICANS WITH DISABILITIES ACT**

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless SBHPP, General Contractor, Event Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

### **OTHER RULES & REGULATIONS**

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Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Event Management. Event Management shall have full power to interpret, amend and enforce these rules and regulations, provided exhibitors receive notification of any amendments when made. Each exhibitor and its employees agree to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of Event Management, conduct themselves unethically, may immediately be dismissed from the exhibit area without refund or other appeal.

### **COVID-19**

Exhibitor consents to participate in a 2022 SBHPP Conference. The exhibitor understands that the World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic, and acknowledges that SBHPP, Dillehay Management Group and Meeting Management Associates (MMA) are working closely with local and federal guidelines and recommendations to plan and hold SBHPP Conferences in order to minimize the potential for COVID-19 transmission amongst participants. By submitting an exhibitor application, exhibitor acknowledges and agrees that they are fully responsible for their own safety and actions while participating in the conference, and recognizes that their employees may be at risk of contracting COVID-19 through no fault of SBHPP, Dillehay Management Group or MMA.

With full knowledge of risks involved, exhibitor hereby releases, waives, covenants not to sue, and further agrees to indemnify, defend, and hold harmless the Released Parties from any and all liabilities, claims, demands, actions, causes of action, costs, expenses, damages and lawsuits whatsoever, directly or indirectly arising out of related to any loss, damage, injury, or death, that may be sustained by exhibitor or its employees, related to COVID-19 while participating in any activity while in, on or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

### **EXHIBIT MANAGEMENT CONTACT**

#### **ORIA BAYS**

Phone: 607-674-4752

Fax: 607-674-6132

Email: [oria@mma-inc.com](mailto:oria@mma-inc.com)



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**CLICK HERE TO REGISTER ONLINE**