

## ACGME RULES AND REGULATIONS FOR EXHIBITS

The 2014 ACGME Annual Educational Conference will be held at the Gaylord National in National Harbor, Maryland from February 27–March 2, 2014. Exhibits will be displayed in the Prince George's Exhibit Hall B in the Gaylord National Convention Center.

### PRODUCTS/SERVICES EXHIBITED

Products or services exhibited (or referred to) must be those related to the interests and educational values of the Accreditation Council for Graduate Medical Education (ACGME) and normally manufactured or supplied by the exhibitor. Exhibitor may exhibit only those products/services it lists on the exhibit application.

ACGME may refuse to accept the application of any company or person whose display of goods or services is not compatible, in the sole opinion of the ACGME, with the general character and objectives of the ACGME and the Annual Educational Conference. At its discretion, the ACGME may require the exhibitor to provide additional information regarding its products/services.

### EXHIBIT DATES AND HOURS

NOTE: Exhibit hours are preliminary and subject to change.

#### EXHIBITORS SET-UP:

Thursday/February 27, 2014 8:00–11:30am

#### SHOW HOURS:

Thursday/February 27, 2014 12:00–7:30pm

Welcome Reception in Exhibit Hall: 5:30–8:30pm

Friday/February 28, 2014 7:00am–7:30pm

Poster Reception in Exhibit Hall: 5:30–7:30pm

Saturday/March 1, 2014 7:30am–5:00pm

#### DISMANTLE:

Saturday/March 1, 2014 5:00–7:00pm

Exhibits must NOT be disturbed, dismantled, or removed before 5:00pm, Saturday, March 1, 2014. All exhibit materials must be removed from the exhibit area by 7:00pm on Saturday, March 1, 2014.

### BOOTH INFORMATION

Exhibit booths will be located in the Prince George's Exhibit Hall B, located on the lower level of the Gaylord National. This location is directly below the educational sessions and adjacent to the dining rooms.

The exhibit program is limited to standard booths that measure 10 feet deep by 10 feet wide and multiples of those standard booths. Booth assignments will be made on a first-come, first-served basis. Booth number assignments will be confirmed and communicated to the exhibitor contact person (as stated on the application) via e-mail within one week after payment is received.

The standard booth fee includes one standard pipe & drape booth; 1 six-foot table and 2 chairs; wastebasket; a basic ID sign showing company name and booth #; the exhibit space; conference registration for up to **two (2)** company exhibit representatives which allows them to attend educational

sessions and eat meals; exhibitor listing in both the online and printed conference program books; and a listing on the ACGME Conference Mobile App.

The exhibit hall provides sufficient lighting for adequate general illumination in the exhibit hall, but no individual lights or electrical outlets are provided in the booth space for product lighting. All electrical work must be supplied by the exclusive electrical contractor for the meeting. All draping or display materials of cloth must be fireproofed. Under no conditions will oils, gases, or other combustible or flammable materials be permitted in the exhibit area. All packing containers, excelsior, wrapping paper, etc., are to be removed from the floor and must not be stored under tables or behind displays. Exhibitors represent and warrant that they shall comply with all national, state, and local fire regulations and accept full responsibility for such compliance.

### PAYMENT/DEPOSIT/REFUND

Fees are \$3,500 per 10 ft. x 10 ft. corner booth and \$3,150 per 10 ft. x 10 ft. in-line booth. No application will be processed or space assigned until full payment is received.

### CANCELLATION POLICY

Notification of an exhibitor's decision to cancel must be sent in writing via e-mail to Laura Barbo at [exhibitor@acgme.org](mailto:exhibitor@acgme.org). It is the exhibitor's responsibility to assure the cancellation was received. If written notification of cancellation is received at [exhibitor@acgme.org](mailto:exhibitor@acgme.org), the following policies will apply:

- Received by November 30, 2013: 50% of the booth fee will be refunded
- After November 30, 2013: No refund

### SUBLETTING/USE OF SPACE

Exhibitors shall not assign or sublet any space allotted to them and shall not advertise or display goods other than those manufactured or sold by them in the regular course of their business. No person, firm or organization that has not contracted with the ACGME for occupancy of exhibit space will be permitted to display or demonstrate any products, processes or services, solicit orders, wear exhibitor identification badges, or distribute advertising or other materials at the exhibit hall or the ACGME Annual Educational Conference in general. Any infringement of this regulation will result in prompt removal of the offending person(s). The ACGME reserves the right to (i) refuse applications of exhibitors not meeting the ACGME's required or expected standards, and (ii) remove exhibits or parts of exhibits that are not consistent with the character of the Annual Educational Conference at any time before and/or during the exhibition. This applies to displays, literature, advertisements, novelties, souvenirs, conduct of persons, etc. The ACGME

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does not in any manner endorse any of the products or services related to the exhibits which have been accepted for display during the Annual Educational Conference.

### ASSIGNMENT OF SPACE

Booth assignments will be made on a first-come, first-served basis. Booth assignments will be confirmed and communicated to the listed exhibitor contact person within one week of receipt of payment. The ACGME reserves the right to amend the floor plan and booth assignments.

### PROGRAM GUIDE LISTINGS

Each exhibitor must submit a description of its company and the product(s) and/or service(s) to be displayed in order for the application to be accepted.

### CONTRACTOR SERVICES

Freeman is the official and exclusive exposition service contractor for the meeting. Freeman is the sole provider of the following services: trade show rental equipment & furnishings, booth carpet, exhibit labor for installation & dismantle, freight handling/drayage, and cleaning services.

The official supplier of audio-visual equipment, computer rentals, electrical, and internet services is the Gaylord National. A copy of their RULES AND REGULATIONS FOR EXHIBITS AND DISPLAYS is provided for your review on our website at [www.acgme.org](http://www.acgme.org). The official contractor and supplier act on their own behalf in all arrangements with exhibitors and are not agents, employees, or representatives of the ACGME. All services or materials supplied by the contractor or supplier on order of the exhibitor will be billed directly by the contractor or supplier to the exhibitor. Therefore, the ACGME does not assume any liability or responsibility for any act performed or omitted by such official contractor or supplier.

The full details for placing orders will appear in the Gaylord National Service Kit which you will receive directly from the Gaylord National.

The exhibitor must abide by all rules and procedures that are outlined in the Gaylord National Rules and Regulations for Exhibits and Displays.

### LIABILITY/INSURANCE/SECURITY

All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Gaylord National. None of the ACGME, Freeman, the Gaylord National, or their respective officers, directors, members, agents, or employees, maintain insurance covering exhibitors' property and such parties are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes, and exhibitor hereby expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor. Although

security personnel may be provided by the ACGME for the night time protection of the exhibit hall, the ACGME, Freeman, or the Gaylord National shall have no liability whatsoever for theft, loss, or damage to property belonging to exhibitors, their agents, employees, business invitees, visitors, or guests.

Exhibitors shall carry comprehensive liability coverage, including premises operations and contractual liability coverage of at least \$1,000,000 for personal injury liability, \$1,000,000 for property damage liability, and statutory workers' compensation with employer's liability with a limit of at least \$100,000. Exhibitors will furnish certificates of insurance if requested by the ACGME.

### INDEMNIFICATION AND RELEASE

Exhibitor shall indemnify, defend, and hold the ACGME, and the Gaylord National, and their respective directors, officers, members, agents, employees, and successors, and each of them, forever harmless from and against: (i) any damage or charges resulting from violation of any law or ordinance or violation of the rules and regulations of either the ACGME or the Gaylord National, except those occasioned by the gross negligence or willful misconduct of the ACGME or Gaylord National; and (ii) any and all other claims, liabilities, losses, damages, or expenses (including, without limitation, attorneys' fees), whether those of the exhibitor or a third party, arising, directly or indirectly, from exhibitor's occupancy and use of the exhibition premises, or any part thereof, except those arising from the gross negligence or willful misconduct of the ACGME or the Gaylord National. Exhibitor further waives any and all rights it may have against the ACGME, and the Gaylord National and their respective directors, officers, members, agents, employees, and successors, and each of them, and releases and discharges them from any claim relating to exhibitor's occupancy and use of the exhibition hall, or any part thereof.

### CANCELLATION OF MEETING

In the event the Annual Educational Conference is not held for any reason whatsoever, the contract for exhibit space shall be terminated. In such case, the exhibitor shall waive all damages and claims for damages and agrees that the sole liability of the ACGME will be to return to each exhibitor their exhibit space fee after deduction on a pro rata basis of all exhibition related costs and expenses incurred by the ACGME through the date of cancellation, an administrative fee, and overhead charges.

### CHANGE OF LOCATION

If the selected location is not available or if, in its sole discretion, the ACGME believes that it is in its best interests to do so, the ACGME shall move the Annual Educational Conference to another location.

### EXHIBIT SPACE ACTIVITIES

Business activities, circulars, and advertising materials of the exhibitor shall only be conducted and/or distributed within the

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exhibit space assigned to the exhibitor. Exhibitors are permitted to display only the exhibiting firm's products/services for which they are official distributors and to make informal presentations in the booth regarding the firm's product line or service.

Exhibitors are prohibited from conducting any activities on the outside grounds, parking area, or elsewhere at the Gaylord National. Exhibitors are required to keep the assigned exhibit space in good order at all times. Exhibitors may not place anything in the aisles during open hours.

Promotional activities considered to be objectionable and not in the best interest of the ACGME and its purpose of education will be expressly prohibited. All unusual or atypical promotional activities, in the ACGME's sole discretion, must be approved in writing by the ACGME no later than sixty (60) days prior to the start of the Annual Educational Conference. Audiovisual and other sound and attention-getting devices are permitted only in such intensity as, in the sole discretion of the ACGME, does not interfere with the activities of other exhibitors. The use of microphones in the exhibit booths is strictly prohibited. Films purely for entertainment, without educational or informational value, will not be permitted.

### ACCESSIBILITY

Exhibitor represents and warrants that its exhibit space shall be reasonably accessible and usable by persons with disabilities and that it will be in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act. Exhibitor shall indemnify and hold the ACGME and its directors, officers, members, agents, and successors, harmless from and against any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and expenses) that may be incurred by or asserted against the ACGME, or its directors, officers, members, agents, or successors, on the basis of exhibitor's breach of the representations and warranties contained in this paragraph or noncompliance with any provision of the Americans with Disabilities Act, and any other federal, state, and local laws and regulations intended to provide equal access for persons with disabilities, applicable to the exhibitor's exhibit.

### ADVERTISING

Exhibit items, advertising literature, or pamphlets that are distributed may contain only recognized indications and claims. Advertising in any media to the effect that particular products or services have been exhibited at the ACGME Annual Educational Conference or which could be construed as an endorsement by the ACGME or by its members is prohibited. The ACGME name and logo are the exclusive property of the ACGME and may not be used in any way, i.e., on promotional materials, literature, giveaways, etc., by anyone for any purpose without the prior written consent of the ACGME.

### EXHIBITOR ATTENDANCE AT THE EDUCATIONAL SESSIONS

Registered exhibitors are welcome to register and attend the educational sessions to gain new perspectives on graduate medical education and the perspective of both speakers and attendees. However, exhibitors that enter the educational sessions to hear specific talks must not discuss their products or services within the educational session. With the increased scrutiny of industry physician relationships by federal and state governments, and medical organizations themselves, it is imperative that the ACGME ensure its educational sessions maintain their objectivity and independence from industry, and foster professional behavior by speakers, attendees, and industry representatives.

Therefore the ACGME expects that industry representatives/exhibitors:

- Refrain from asking any questions of the speakers in the meeting room.
- Do not approach the podium/stage at any time and sit in the rear half of the room to avoid any perception of undue industry presence.
- Hold any questions for speakers until they are outside of the meeting room.
- Respect the information acquired in the educational sessions. The information cannot be sensationalized or used in advertising.

If this privilege is misused, it may result in an exhibitor not being accepted to exhibit in future years and/or a change in this policy.

### BADGES

All representatives of exhibiting firms must register and wear the official exhibitor's badge for admission to, and while in, the exhibit area. Company badges will not be accepted in lieu of the official ACGME badge. Exhibitors may not deface or mark badges in any manner. Affixing stick-on items to badges, or punching, stamping, or marking badges, are not permitted. Individuals who do not have badges will not be permitted into the exhibit area. No more than two company representatives may be designated to represent a single exhibitor in any one time period.

### PRODUCT SALES

Exhibitor acknowledges that it bears sole responsibility for the collection and remission of all sales tax and other obligations arising from its product sales.

### GIVEAWAYS

Atypical giveaways must be approved by the ACGME no later than (30) thirty days in advance of the Annual Educational Conference. If such items are not cleared through the ACGME before the Annual Educational Conference, or are determined to be objectionable or prohibited, the ACGME has the right to prohibit distribution.

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### CONTESTS AND DRAWINGS

Exhibitors are allowed to have their own prize drawings and contests within their booth. Exhibitors shall comply with any and all gaming laws applicable to such drawings or contests. The ACGME will not announce or publish winners, forward prizes, or otherwise be responsible for an exhibitor's own drawing or contest.

### MUSIC LICENSING

Exhibitors shall obtain any and all licenses or grants of authority required of exhibitors under the copyright laws, including, but not limited to, those relating to the performance of music, whether live or recorded. A copy of such licenses will be furnished to the ACGME if requested.

### OTHER REGULATIONS

It is the responsibility of the exhibiting company to see that all booth staff are aware of and adhere to these rules and conduct themselves in a professional manner throughout this conference. The ACGME shall have the sole authority to interpret and enforce all rules and regulations governing exhibitors and the Annual Educational Conference. Any and all matters not specifically covered herein are subject to decision by the ACGME. These rules and regulations may be amended at any time by the ACGME upon written notice to all exhibitors. Each exhibitor expressly agrees to be bound by the rules and regulations set forth herein and by any amendments thereto adopted by the ACGME from time to time. Any exhibitor or exhibitor representative who, in the opinion of the ACGME, conducts themselves unethically may immediately be dismissed from the Annual Educational Conference without refund or other appeal.

### VIOLATION OF RULES

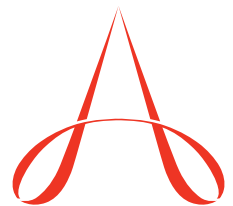
Any violation by an exhibitor of the ACGME's and the Gaylord National's rules and regulations may, at the ACGME's or the Gaylord National's discretion, result in denial of access to the exhibit area, denial of exhibit space installation, closing or removal of the exhibitor's exhibit space, and/or prohibition on participation in future Annual Educational Conferences. In the event exhibitor violates the rules and regulations and is prohibited from continued use of the exhibit space, the exhibitor's exhibit space fee, or any portion of it, is non-refundable.

### FORCE MAJEURE

In the event that the Gaylord National or any part of the exhibit area thereof, is unavailable whether for the entire event, or a portion of the event, as a result of a fire, flood, tempest, or any such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lockout, labor dispute, riot, or any other cause or agency over which ACGME and its representatives have no control, or should ACGME decide because of any such cause it is necessary to cancel, postpone, or re-site the exhibit or reduce the installation time, exhibit time, or move out time, ACGME 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 thereof.

**If you have any further questions, please contact the ACGME at [exhibitor@acgme.org](mailto:exhibitor@acgme.org).**

**BE THE FIRST!** Click [here](#) to reserve exhibit space  
ACGME 2014 Annual Educational Conference  
Gaylord National, National Harbor, MD



**ACGME**

Accreditation Council for  
Graduate Medical Education