

**Exhibitor Regulations**  
**Texas Urological Society**  
**2012 Annual Meeting, June 7 - 9, 2012, Austin, TX**

**Defined Terms:**

- a) The term “TUS” means the Texas Urological Society and each of its respective officers, directors, staff, agents and representatives.
- b) The term “TUS Show” means the Texas Urological Society 2012 Annual Meeting, June 7 - 9, 2012 in Austin, TX, USA. The TUS Show and all portions thereof, is owned, sponsored, produced, and managed by the Texas Urological Society.
- c) The term “Exhibitor” means, collectively, the company or person that applied for exhibit space and agreed to enter into the contract upon acceptance by TUS.

**Qualifications of an Exhibitor:** TUS Show management will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the TUS Show. Exhibitors shall be limited to those whose products or services are related to urology medical, professional, or practice interests. The TUS reserves the right to refuse to provide exhibit space to any exhibitor not compatible with the general character and objectives of the TUS Show, or if the TUS Show is full upon receipt of the application.

**Compliance:**

- a) Official TUS Show badges must be worn by Exhibitor personnel.
- b) Smoking inside the TUS Show is prohibited.
- c) Exhibitors may not serve alcohol inside the TUS Show.
- d) TUS 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 TUS 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 TUS Show.
- e) 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.
- f) Use of a booth space by two or more firms is not permitted. Subletting of space is not permitted.
- g) 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 TUS Show. Non-attendance does not constitute cancellation on the Exhibitor’s part, and no refunds or credits will be issued. TUS

Show management will replace a “no show’s” booth space as it determines is in the best interest of the TUS Show.

h) “**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.

**Do Not Call Waiver** – The Exhibitor consents and agrees to receive messages regarding the TUS Show via email or fax.

**Assignment of Exhibit Space:**

a) Exhibitor may consider his/her space as reserved in the TUS Show upon acceptance of the application. However, placement in the hall will not be assigned until full payment has been received. Platinum and Gold exhibitors will receive premier placement. Silver and Bronze exhibitors will be assigned the next available space closest to the exhibit hall entrance upon payment in full. Payment must be received by May 28, 2012 or TUS reserves the right to cancel the Exhibitor’s contract.

b) Exhibitors and Supporters will be listed as such in the initial physician brochure if application is received and accepted by January 13, 2012.

c) TUS Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor’s exhibit space, without prior notice, if TUS Show management determines that it is in the best interest of the TUS 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 January 13, 2012.

b) Payment must be received by May 28, 2012 in order to be listed in the on-site materials as an Exhibitor, and to avoid cancellation.

c) Types of payment: check drawn on a US bank, credit cards (VISA, MC, AMEX)

**Cancellation by Exhibitor**

a) A full refund will be made to the Exhibitor if written notice is received by May 28, 2012.

b) After this 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 TUS Show accepted the Exhibitor’s application.

d) TUS assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TUS Show.

**Cancellation by TUS:**

- a) If, after the contract is entered into, the TUS fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TUS 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 that it has paid in connection with the Application/Contract. In such case, the TUS shall bear no further liability or responsibility under such agreement.
- b) If Exhibitor fails to make payment by the deadline, TUS Show management may terminate the contract.
- c) TUS 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:** TUS Show management reserves the right to cancel, rename, or relocate the TUS Show or change the dates on which it is held. In the unlikely event that TUS Show management relocates the TUS 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 TUS Show originally was scheduled, no refund will be due the Exhibitor, but TUS Show management will assign to the Exhibitor, in lieu of the original exhibit space, such other exhibit space as TUS 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 TUS as a named additional insured.
- d) Carrier must be licensed to do business in Texas.
- e) If requested by the TUS, 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.

**Exhibit Booth Details**

- a) Each Exhibitor will be provided with a 6' by 30" draped table and two chairs. Exhibitors must conform to this or equivalent floor space.
- b) Telephone service, decorating services, electrical and internet connections are not provided by the TUS. You must contact the hotel directly to make arrangements for this, using the hotel's form you receive with your confirmation. The ballroom is carpeted.
- c) Security guard services are not provided by the TUS. All items brought into the facility are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding of their exhibit and its contents at all times.

**Social Functions:** Exhibitors are welcome to host private social events on Thursday evening after 8pm, and anytime on Friday evening.

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

**For more information, contact**

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