

Scientific Assembly Exhibit

RULES AND REGULATIONS

The rules and regulations contained herein are intended by New York ACEP to serve the best interest of the *New York ACEP Scientific Assembly*, the exhibitors, and the registrants and to give notice to exhibitors of governing rules and regulations. All exhibitors are bound by the rules and regulations.

The exhibitor understands and agrees that the information contained in the prospectus and the New York ACEP Rules and Regulations are an integral and binding part of the exhibit space contract. The exhibit space application/contract indicates understanding and agreement to comply with all policies, rules, regulations, terms and any others issued by New York ACEP regarding the *Scientific Assembly*; willingness to abide by the payment policy; acknowledgement of having read the rules and regulations; and agreement to distribute them for proper execution to all individuals involved.

Sagamore Accommodations

Discounted room rates at the Sagamore are guaranteed through **May 17, 2024**. Reservations after that date cannot be guaranteed. Access to New York ACEP's room block will only be provided to confirmed and paid exhibitors.

Entertainment, Social and Corporate Functions

No entertainment, social or corporate events may be scheduled to conflict with the New York ACEP Scientific Assembly program. All events planned in conjunction with New York ACEP's Scientific Assembly must be approved by New York ACEP. No evening events Tuesday, July 9 may be planned or when it conflicts with New York ACEP programming.

DISPLAY GUIDELINES

Badges and WebApp

Name badges will be prepared for up to two company representatives and must be worn at all times during the Assembly. An additional representative requires fee with advance registration (not to exceed a total of three representatives). The Assembly WebApp will contain a listing of exhibitors and contact information. Be sure to take advantage of this opportunity to further promote your company to registrants by including your company description and logo. Electrical service order form, shipping to and from the Sagamore and accommodations reservation link will be provided with exhibit confirmation.

Care of the Sagamore

Decorations may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, floors, windows or walls.

Electrical

Electrical service can be contracted directly through the Sagamore. An electrical services order form will be provided in the exhibit confirmation.

Exhibit Specifications

Exhibit space consists of an 8-foot draped table. Exhibits will be located in close proximity to educational sessions. Exhibit spaces are assigned on a first-come, first served basis with the exception of the "Premier Supporter" who receives first choice of exhibit space. Prospective exhibitors must indicate their 1st, 2nd and 3rd choice of exhibit space (see floor plan). The only company name allowed to be displayed is the name of the exhibiting company, as listed on the original application for space. Representatives must stand in front of the table and not behind. All items, including signage and give-a-ways, must be placed on the table and not behind or beside. No signs may be taped or adhered to walls or floor of the exhibit hall.

BOOTH PRACTICES

Compliance with Laws

Exhibitor agrees to abide by and assumes all responsibility for compliance with all pertinent laws, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, ordinances, or regulations, together with the rules and regulations provided by NEW YORK ACEP and the operators and/or owners of the property where the exhibit space is located.

Demonstrations

Demonstration areas should be organized within the exhibit space so as not to interfere with the flow of aisle traffic. Demonstrations should contribute to the attendees in a professional way. All activities must be supervised by exhibit personnel who have full operating knowledge of the demonstration.

Should spectators interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, New York ACEP reserves the right to have the exhibitor discontinue the activity. New York ACEP reserves the right to prohibit or curtail any demonstration which, in its opinion, detracts from the general character of the meeting as a whole or consists of products or services inconsistent with the purpose of the *Scientific Assembly*.

Drawings

Exhibiting companies are permitted to conduct prize drawings; however notification in writing must be received along with the nature of the drawing at least two weeks prior to the Assembly.

General Conduct

Booth personnel, including demonstrators and models, are required to confine their activities within their assigned exhibit space. Apart from the specifically assigned space for which an exhibitor has contracted for, no part of the Sagamore Resort or its grounds may be used by any organization other than New York ACEP for display purposes of any kind.

Printed Materials

Distribution of printed materials, including audiocassette tapes, videotapes, and books, by industry or its firms is limited to the space rented by the exhibiting company in the exhibit hall. Materials are not allowed in New York ACEP registration area.

Sales

The purpose of commercial exhibits is to further the education of attendees through product and service displays and demonstrations. Direct selling is not allowed; however, order taking is permitted within the booth if business is conducted in a manner consistent with the professional nature of the exhibits.

Sound

Audiovisual equipment as part of a display is acceptable; however, sound equipment must be regulated so as not to disturb neighboring exhibitors. In addition, spectators must not obstruct aisles or interfere with accessibility to other exhibits. New York ACEP reserves the right to determine when sound levels constitute interference with others or become unacceptable. In such cases, sound levels will be reduced or the equipment will be removed at the exhibitor's expense. Further, the exhibitor is responsible for any and all fees that may be due for the use of copyrighted music used in presentations.

Staffing

As a courtesy to attendees and fellow exhibitors, all exhibits must be open on time each morning and remain staffed at all times during show hours.

INSURANCE

It is the responsibility of each exhibiting company to maintain adequate insurance coverage against injury to persons, theft, damage to or loss of property.

LIABILITY

The New York American College Emergency Physicians (New York ACEP) shall bear no liability for personal injuries, suffered by an exhibitor or that exhibitor's employees, contractors, or business invitees. New York ACEP will also assume no liability for damage or loss of property of an exhibitor or that exhibitor's employees, contractors, or business invitees, regardless of the cause, unless such injury or damage results from, or is caused by, the negligence or wrongful acts of NEW YORK ACEP.

Upon application for exhibit space, each exhibitor agrees to protect, indemnify, and hold harmless the New York American College of Emergency Physicians from any and all claims, liability damages, or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of, or in any way connected with the negligence or wrongful acts of the exhibitor or its agents, servants, or employees. In no event shall New York ACEP be liable to an exhibitor for any loss of business, business opportunities, or any other type of direct or consequential damages alleged to be due from a breach of this contract. It is understood and agreed that the sole liability of New York ACEP to the exhibitor for any breach of this contract shall be for the refund of all amounts paid by the exhibitor to New York ACEP pursuant to this contract, as an exclusive remedy.

NO-SHOW POLICY

Any booth unoccupied by 2:00 pm on the day of the show will be considered a no-show and may be assigned to another exhibitor unless New York ACEP has received written notice of extenuating circumstances. The exhibitor shall be deemed to have cancelled the exhibit space contract for *Scientific Assembly*, and New York ACEP will have the right to deny participation at future New York ACEP meetings. There will be no refund to the original exhibitor and no obligation on the part of New York ACEP to relocate that exhibitor.

PAYMENT POLICY

Full payment must accompany the exhibit applications. No refund will be made on space that is used for only a portion of the exhibit period. Cancellations must be received in writing by **June 1, 2024**. All cancellations are subject to a \$150 processing fee. Refunds will not be made after **June 1, 2024**. Exhibit space will not be confirmed or held until full payment is received.

SHOW CANCELLATION POLICY

It is mutually agreed that in the event the *Scientific Assembly* is cancelled due to fire, explosion, strike, freight embargo, act of God, or of public enemy, war, civil disturbance, act of any government, epidemic, or catastrophe which would prevent its scheduled opening or continuance, the parties shall amend or terminate the agreement at New York ACEP's option. The exhibitor hereby waives any claim against New York ACEP for damages or compensation.

Refund of the amount paid by the exhibitor will be determined after deduction of any amounts necessary to cover expenses incurred by New York ACEP in connection with the show. New York ACEP and the Sagamore Resort shall not be financially liable in the event the show is interrupted, cancelled, moved or dates changed except as provided herein.

SMOKING

New York State law prohibits smoking in all areas of the Sagamore Resort during installation, show days, and dismantle. Exhibitors are responsible for ensuring that all individuals associated with the exhibiting company are in compliance with this policy.

SUBLETTING/SHARING

Subletting or sharing of exhibit space is not permitted. Exhibitors must show only products or services manufactured or sold by them in the regular course of business. Featuring names or advertisements of non-exhibiting firms or businesses is not permitted.

USE OF THE ASSOCIATION'S NAME OR LOGO

New York ACEP's name or logo may not be used on signs, advertising, or promotions in any media or on descriptive product literature either inside or outside the exhibit area. The sole exception is that reference may be made to the meeting as the New York ACEP Scientific Assembly on the exhibitor's materials. In no case, may the name of the Association be included in any advertising for meetings that are sponsored by another organization or group. No endorsement by New York ACEP of the exhibitor or its goods, services, expressed or implied, is permitted or intended.

New York American College of Emergency Physicians

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