The American College of Physicians, Inc. (ACP) has full authority to interpret or amend these rules, and its decision is final. Exhibitors agree to abide by these rules and regulations, ACP's Exhibitor Service Manual, and the rules and regulations that may hereafter be adopted, which shall be as much a part as though originally incorporated. All issues not addressed herein are subject to the decision of ACP.

#### **CONTRACT AND CONTRACTUAL AGREEMENT**

By submitting an exhibit contract for booth space, the Exhibitor agrees to adhere to all rules and regulations, requirements, and restrictions as set forth in the Exhibitor Prospectus, Exhibitor Service Manual, and ACP Rules and Regulations. Failure to abide by such rules and regulations may result in forfeiture of all monies paid and/or eligibility to participate in future ACP meetings. No Exhibitor may assign or sublet the whole or any part of the space allotted, nor exhibit therein any goods other than those manufactured or handled by the Exhibitor in the regular course of business.

# **INDEX**

**ACP ETHICAL GUIDELINES** 

ACP NAME OR LOGO

AISLE CARPET AND DRAPE

AMERICANS WITH DISABILITIES ACT

(ADA)

APPROVAL OF BOOTH SCHEMATICS

ATTORNEY'S FEES

**BIOLOGICAL WASTE DISPOSAL** 

**BOOTH ACTIVITIES** 

**BOOTH LISTINGS** 

**BOOTH OPERATIONS** 

**BOOTH SPACE ASSIGNMENT** 

**BOOTH STAFFING** 

**CANCELLATION AND** 

REDUCTION POLICY

**CANCELLATION OF EXPOSITION** 

CARPET/FLOORING

**CLEANING SERVICE** 

CME CREDIT

**CONVENTION CENTER** 

**DISMANTLING OF EXHIBITS** 

**ELIGIBILITY TO EXHIBIT** 

**EXHIBIT BOOTH FEE** 

**EXHIBIT HALL BADGES AND** 

REGISTRATION

"EXHIBITING AS" NAME

EXHIBITOR-DESIGNATED

CONTRACTORS (EDC)

**EXHIBITOR HOUSING** 

**EXHIBITOR INSURANCE** 

REQUIREMENTS

**EXHIBITOR SERVICE MANUAL** 

**EXPOSED OR UNFINISHED BOOTHS** 

**FDA REGULATIONS** 

FLOOR PLAN

HANGING SIGNS

**INSTALLATION OF EXHIBITS** 

INTERNAL MEDICINE NAME OR LOGO

ISLAND BOOTHS

LABOR: EXHIBIT INSTALLATION &

DISMANTLING

LABOR: MATERIAL HANDLING

LEAD RETRIEVAL

LIABILITY, INDEMNIFICATION, AND

SECURITY

LIGHTING: PAR LIGHTING/GOBO

LIGHTING

LINEAR BOOTHS

**LUNCH - ATTENDEES** 

**LUNCH - EXHIBITORS** 

MEDIA AND PRESS POLICY

**NEW EXHIBITORS** 

NONPROFIT EXHIBIT BOOTH FEE

OFFICIAL GENERAL SERVICE

CONTRACTOR

**OUTSTANDING INVOICES** 

PHOTOGRAPHY AND VIDEO

**RECORDING** 

PRIORITY POINT SYSTEM

PUBLICITY AND ADVERTISING

**SELLING OF PRODUCTS** 

SHIPPING: ADVANCED

SHIPPING: DIRECT

SMOKING/VAPING

**SOLICITATION** 

SOUND RESTRICTIONS

SUBLETTING OF SPACE

THIRD-PARTY REPRESENTATIVES

TRAFFIC AND ATTENDANCE

**UNAUTHORIZED VENDORS** 

VIDEO/PHOTO RELEASE

**VIOLATION OF REGULATIONS** 

#### **ACP ETHICAL GUIDELINES**

ACP Ethical Guidelines prohibit Exhibitors who promote the sale of products by physicians out of their office. ACP reserves the right at its sole discretion to refuse any contract on this basis.

#### ACP NAME OR LOGO

ACP's name, seal, logo, and acronym are proprietary marks and may not be used in signs, advertising, or promotions in any media or on product literature either inside or outside the exhibit area. This rule applies before, after, and during the meeting, unless prior approval has been received from the ACP Exhibit Manager.

#### AISLE CARPET AND DRAPE

Aisle carpet will be provided by ACP; 8' high back drapes and 3' high side drapes will be provided for all linear booths.

# AMERICANS WITH DISABILITIES ACT (ADA)

All Exhibitors are responsible for compliance with the Americans with Disabilities Act (ADA) within their assigned exhibit space.

# APPROVAL OF BOOTH SCHEMATICS

Exhibitors with island booths of 400 sq. ft. or more must submit booth schematics for review via the Booth Schematics Request Form by February 26, 2025.

## ATTORNEY'S FEES

Should ACP find it necessary to retain an attorney or attorneys to enforce any of the provisions of this contract or to protect its interest under this contract, ACP shall be entitled to recover from the other party all reasonable costs, charges, and expenses, including attorneys' fees, costs, and related expenses.

### **BIOLOGICAL WASTE DISPOSAL**

All medical and biological waste must be disposed of properly and must be handled by a licensed medical waste transporter. The Exhibitor is responsible for all costs of disposal.

#### **BOOTH ACTIVITIES**

All booth activity requests (including catering, giveaways, raffles, music, blood testing, demonstrations, and guest appearances) must be submitted for review via the Booth Activities Request Form by February 26, 2025.

ACP reserves the right at its sole discretion to refuse any booth activity on the basis of ACP policies, rules, and regulations.

Unapproved booth activities conducted on-site will not be permitted. ACP has the option to withhold or withdraw permission for Exhibitors to distribute giveaways or premiums, advertising, or other materials that it considers objectionable.

 Interviews, demonstrations, detailing, or distribution of literature or samples may take place only inside the assigned booth space.

- Literature or other materials may not be left or distributed in ACP common areas such as main aisles, lounges, registration, hotels, etc.
- Booth activities may not extend into the aisle and space must be left within the exhibit booth to accommodate visitors.
- Demonstrations/presentations are only permitted in island booths of 400 sq. ft. or more. Should visitors interfere with normal traffic or overflow into the neighboring exhibits, the presentation must be limited or eliminated.
- The use of human subjects as models for demonstrating ultrasound scanning devices is permitted when paired with an educational component.
- Market Research: Exhibitors conducting research at Internal Medicine Meeting must submit a research proposal via the Market Research Request Form by February 26, 2025.
- **Distribution of Product Samples:** Exhibitors are permitted to distribute products of their own manufacture.
- Giveaways: The distribution of giveaways will be limited to those items considered acceptable on the basis of <u>ACP's Position Paper on Physician-</u> <u>Industry Relations</u> and must be approved by ACP via the Booth Activities Request Form by February 26, 2025. Giveaways must be of minimal value, less than \$10, and have professional relevance.
- Raffles: Exhibitors who wish to sponsor contests or raffle drawings must be approved by ACP via the Booth Activities Request Form by February 26, 2025. The contest or drawing must be open to all meeting attendees and be conducted in a professional manner. Raffle prizes must be valued at \$300 or less.

#### **BOOTH LISTINGS**

Exhibit booth names and booth numbers will be listed in the Onsite Industry Guide\*, Interactive Floorplan, and the Meeting App. If provided by Exhibitor, company descriptions and product categories will also be listed in the floorplan and meeting app. Company descriptions must be factual in nature. Copy will be reviewed and edited at the discretion of ACP. It is up to the Exhibitor to indicate registered trademarks or other proprietary markings for product names registered with the USPTO and TM for all trademarks. Please use quotation marks for designating publication names. \*Inclusion in the Onsite Industry Guide is subject to print deadlines.

#### **BOOTH OPERATIONS**

No Exhibitor may operate in a way that violates the rights of another Exhibitor or attendee. The decision on appropriate conduct will be at the discretion of the ACP Exhibit Manager.

- Exhibits must not project beyond the space allotted.
- Exhibits may not obstruct the view or interfere with the traffic of other exhibits.
- All exhibits are to be presented in a dignified manner, without a sideshow atmosphere.
- The use of professional actors, magicians, or performers in the Exhibit Hall is prohibited.
- No soliciting of attendees in the aisle or highpressure "pitch" of any kind is permitted.
- Demonstrations and the distribution of literature and samples must take place inside the assigned booth.
- Canvassing outside the booth and distribution of materials outside the booth and Exhibit Hall are prohibited.

- If live models are used, Exhibitors are expected to be prudent when selecting attire for them.
- Professional discretion should be observed at all times.
- Booths are to be kept clean and in good order.
- No part of any exhibit, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture or in any way to deface them; the Exhibitor is liable for damage from failure to observe these rules.
- The background of the display must show the generic name of any drug product that is featured.
- Exhibitors are prohibited from publishing information gathered as a result of exhibiting without the prior written consent of ACP.
- Sound and sound systems are only permitted for formal demonstrations. Sound must be directed into the exhibit space, not facing out toward the aisles or neighboring Exhibitors. Sound cannot project beyond the space nor interfere with neighboring Exhibitors. Refer to <u>Sound Restrictions</u>.
- Live performance of music is not permitted. ACP
  has a signed license agreement with the American
  Society of Composers, Authors, and Publishers
  (ASCAP) and Broadcast Music, Inc. (BMI) that
  covers recorded music for program events not
  including the exhibits.
- The use of live animals in an exhibit for any purpose is prohibited.

# **BOOTH SPACE ASSIGNMENT**

Contracts for exhibit space received by October 8, 2024 will be assigned space on the basis of Priority Points. Contracts for exhibit space received after that date will select booth space based on availability.

# **BOOTH STAFFING**

Exhibits must be staffed and operational at all times during exhibit hours. Any Exhibitor who vacates their booth before the closing of each day will incur a loss of all priority points and may jeopardize future participation at the ACP annual meeting.

# CANCELLATION AND REDUCTION POLICY

Cancellations and reductions must be submitted in writing and will be processed using the date of receipt as the official cancellation or reduction date. If the notice of cancellation or reduction is received:

- Before December 6, 2024 Exhibitor forfeits 50% of the total exhibit fee.
- After December 7, 2024 Exhibitor forfeits 100% of the total exhibit fee.

Regardless of the reason for cancellation or reduction, this policy is strictly enforced and no exceptions are granted. ACP shall have the right to use cancelled space as deemed appropriate, including the selling of space to another Exhibitor. ACP has the right to relocate the Exhibitor after reducing space. Note: It is the Exhibitor's responsibility to cancel all other arrangements made in connection with exhibiting. Exhibitor is liable for any and all fees or penalties associated with the cancellation or reduction.

#### CANCELLATION OF EXPOSITION

In the unlikely event of cancellation of the Internal Medicine Meeting due to any force majeure event (e.g., fire, strikes, governmental regulation or order, transportation interruption, terrorism, national emergency, natural disaster, outbreak or continuance of epidemic or contagion or declaration of pandemic by the U.S. government or the World Health Organization, or other cause beyond the reasonable control of ACP that prevents or makes Internal Medicine Meeting commercially unreasonable or inadvisable for its scheduled commencement or continuance), then and thereupon Exhibitors and ACP have no further obligation to one another. ACP will determine on an equitable basis the portion of refund of exhibit fees as is possible, after due consideration of expenditures and previous commitments.

## CARPET/FLOORING

Exhibitors are required to have carpet/flooring in their booth space. The official General Service Contractor will, at the Exhibitor's expense, install carpet in any booth in which carpet/flooring installation has not begun by 4:00 p.m. on Wednesday, April 2.

## **CLEANING SERVICE**

ACP will provide aisle carpet cleaning. Exhibitors are responsible for arranging cleaning services for their booths.

### **CME CREDIT**

Individual companies may offer continuing medical education programs in the Exhibit Hall; however, credit cannot be given for such courses on-site.

#### **CONVENTION CENTER**

Information regarding electrical services, catering, fire rules, regulations, and so forth will be included in the Exhibitor Service Manual.

#### DISMANTLING OF EXHIBITS

- Dismantling will begin on Saturday, April 5, at 1:30 p.m. and continue through Monday, April 7, until 12:00 p.m.
- Exhibitors who begin to pack or dismantle their booths before 1:30 p.m. on April 5 will incur a penalty of \$1,000, loss of priority points, and loss of eligibility to exhibit at future ACP annual meetings.
- All Exhibitor freight must be completely removed from the building by 12:00 PM on Monday, April 7. All outbound carriers must be checked in no later than 10:00 a.m. on Monday, April 7.
- Under no circumstances will children under the age of 12 years be permitted in the Exhibit Hall during dismantling hours. An adult must accompany young adults aged 12 to 16 years.

### **ELIGIBILITY TO EXHIBIT**

ACP reserves the right to control all aspects of the Exhibit Hall. ACP specifically reserves the right to determine the acceptability of contracts for eligibility to exhibit. Contracts to exhibit will be accepted or rejected on the basis of criteria including, but not limited to, that products or services should be medical in nature, be related to the practice of medicine, have professional or educational benefit, or be acceptable based on ACP's Position Paper on Physician-Industry. Relations. ACP reserves the right at its sole discretion to refuse any contract on the basis of ACP policies, rules, and regulations. ACP Ethical Guidelines prohibit Exhibitors who promote the sale of products by physicians out of their office.

Exhibit contracts will not be accepted if ACP deems them to include false or misleading statements. No exhibit contract will be accepted if ACP determines the exhibit is in poor taste, offensive to persons in attendance, and is not in keeping with the character and purpose of Internal Medicine Meeting. ACP may deny installation privileges or require removal of any exhibit or promotion that ACP finds objectionable or does not comply with ACP rules and regulations as set forth in the Exhibitor Prospectus, Exhibitor Service Manual, and Rules and Regulations.

### **EXHIBIT BOOTH FEE**

Applies to all companies eligible to exhibit. The exhibit booth fee does not include carpeting, booth furnishings, electric, etc. A purchase order will not serve as payment and will not hold exhibit space. Before December 6, 2024, 50% of the total exhibit fee with contract is required to hold booth space; after December 7, 2024, 100% of the total exhibit fee is required with contract. Payments by check must be received within 10 days of submitting the contract or the booth selection will be released.

# EXHIBIT HALL BADGES AND REGISTRATION

- On-site Exhibitor registration will begin on Tuesday, April 1, at noon. A complete listing of dates and times will be included in the Exhibitor Service Manual.
- Exhibitors must register and obtain their badges from the Exhibitor Registration counter located in the Convention Center. Without badges, Exhibitors cannot enter the Exhibit Hall.
- Exhibitor badges allow access to the Exhibit Hall during installation, dismantling, and all exhibit hours.
- Exhibit Hall access before or after these hours must be requested in writing to the ACP Exhibit Manager. Installation and dismantling companies and other Exhibitor-Designated Contractors must obtain work identification for their personnel from the official ACP security vendor. Work identification allows access to the Exhibit Hall only during move-in and move-out. Access will be denied during exhibit hours.
- Exhibit Hall badges do not allow access into scientific sessions.
- There is no limit to the number of Exhibit Hall badges requested per booth.

# "EXHIBITING AS" NAME

ACP reserves the right to shorten any name as appropriate for promotional materials.

# EXHIBITOR-DESIGNATED CONTRACTORS (EDC)

ACP is contracting and will be responsible for working solely and exclusively with the Exhibitor. ACP has not and shall not enter into any contract with any EDCs. The Exhibitor and/or the Exhibitor's respective company shall contract with the EDC and shall be responsible for coordinating and ensuring that proper actions are being undertaken by the EDC. In the event that any EDC is negligent or violates any of the provisions contained in the Exhibitor Prospectus, Exhibitor Service Manual, and Rules and Regulations, the Exhibitor shall be solely and exclusively liable to ACP for any and all damages, penalties, and additional liability incurred by ACP as a result of any EDC's actions or inactions resulting in such damages. If the Exhibitor plans to use a service contractor other than the official General Service Contractor, an EDC Authorization Form and the EDC's Certificate of Liability Insurance, indicating coverage during the installation and dismantling dates, must be submitted by February 26, 2025. Otherwise, any individual other than the official General Service Contractor will not be permitted to set up the booth on behalf of the Exhibitor. For Exhibitors who submit their EDC Authorization Form after the deadline date, ACP will grant permission on a case-by-case basis.

The Exhibitor shall require each EDC to obtain and maintain, in full force and effect, and at its own cost and expense, insurance coverage in the following types and

amounts as set forth in this paragraph for installation and dismantling of the exhibit booth: (1) General Liability Insurance: in a Combined Single Limit, which shall include coverage for Contractual liability, bodily injury (including death and disability), and property damage arising out of or relating to the EDC's participation in ACP's Internal Medicine Meeting 2025 in amounts as are adequate to ensure full protection from liability to ACP, but in no event shall such General Liability Insurance policy amounts be less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) on an annual basis, in the aggregate, and (2) Worker's Compensation Insurance, in such amounts as is necessary to ensure that ACP is not liable for any damages caused by or attributable to any worker's compensation claim relating to each EDC's participation in ACP's Internal Medicine Meeting 2025, within the statutory limits as required by law.

The Exhibitor may determine that the EDC has satisfied the minimum liability coverage policy limits required by ACP, if, through a combination of primary and umbrella/ excess policies, the EDC satisfies the coverage in the aggregate. The Exhibitor shall require the EDC to name ACP and the Ernest N. Morial Convention Center and each of their respective affiliates, subsidiaries, regents, employees, agents, officers, and directors as "Additional Insureds" on all liability policies. This insurance is primary as to any other valid and collectible insurance and shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against ACP or the Ernest N. Morial Convention Center.

#### **EXHIBITOR HOUSING**

ACP has negotiated convention rates with a select group of hotels. We expect Exhibitors to take advantage of these room blocks, which allow us to offer the best possible group rates. The deadline to book within the block is March 6, 2025. Please remember to cancel all unneeded rooms held by your company if you cancel or reduce exhibit space so that ACP hotel rooms do not go unused. Cancellations must be received a minimum of four weeks prior to arrival date. For cancellation of five or more rooms within four weeks prior to arrival, you will be required to pay a cancellation penalty equal to one night's room rate and tax per cancelled room. This penalty will be charged to the credit card on file used to guarantee these reservations within four weeks of Internal Medicine Meeting, and will only apply in the event that ACP is charged attrition. Hotel cancellation may apply.

# EXHIBITOR INSURANCE REQUIREMENTS

For the term of the agreement, the Exhibitor and/ or the company on behalf of which the Exhibitor is presenting, shall be required to obtain and maintain, in full force and effect, and at its own cost and expense, insurance coverage in the following types and amounts as set forth in this paragraph for installation and dismantling of the exhibit booth: (1) General Liability Insurance: in a Combined Single Limit, which shall include coverage for Contractual liability, bodily injury (including death and disability), and property damage arising out of or relating to the Exhibitor's participating in ACP's Internal Medicine Meeting 2025 in amounts as are adequate to ensure full protection from liability to ACP, but in no event shall such General Liability Insurance policy amounts be less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) on an annual basis, in the aggregate, and (2) Worker's Compensation Insurance, as necessary to ensure that ACP is not liable for any damages for any worker's compensation claim caused by or attributable to the Exhibitor's participation in ACP's Internal Medicine Meeting 2025, within the statutory limits as required by law. Exhibitor shall confirm to ACP such insurance cannot be cancelled or changed prior to the meeting.

Upon request, Exhibitor agrees to provide ACP a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition. By submitting an exhibit contract, the Exhibitor accepts that ACP will bear no liability for personal injuries, whether suffered by an Exhibitor, its employees, its contractors, agents or business invitees. ACP

will also assume no liability for loss or damage to the property of an Exhibitor, its employees, its contractors, agents or business invitees, regardless of the cause, unless such injury or damage results from, or is caused directly or exclusively by, the negligence or wrongful acts of ACP. Such certificate of liability insurance shall name ACP and each of its respective affiliates, subsidiaries, regents, employees, agents, officers, and directors as "Additional Insureds" on each and every applicable insurance policy. The insurance policies and coverage set forth herein shall be primary as to any other valid and collectible insurance and shall contain an endorsement that such insurance policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against ACP, Ernest N. Morial Convention Center, and/or Freeman Exposition Services.

# **EXHIBITOR SERVICE MANUAL**

The Exhibitor Service Manual, which will be available online January 2025, is incorporated herein by reference and made part of this contract, and includes additional requirements for Exhibitors participating at Internal Medicine Meeting 2025. Information regarding the Convention Center, the official General Service Contractor, service order forms, and all ACP forms will be included in this manual.

### **EXPOSED OR UNFINISHED BOOTHS**

Exposed/unfinished sides of inline and corner booths must be draped. In the event the Exhibitor is not present, the official General Service Contractor, with the approval of ACP, will provide the necessary draping at the Exhibitor's expense.

### FDA REGULATIONS

Exhibitors are reminded of the U.S. Food and Drug Administration (FDA) restrictions on the promotion of investigational and preapproved drugs and devices. Exhibitors are also cautioned about FDA prohibition of promoting approved drugs for unapproved purposes.

#### **FLOOR PLAN**

A floor plan is available online. ACP reserves the right to rearrange the floor plan at any time and to relocate Exhibitors if it becomes necessary for causes beyond the control of ACP or if it is advisable in the best judgment of ACP.

# HANGING SIGNS

Signs, banners, or any other exhibit material may not be suspended, taped, nailed, screwed, or in any way attached to the ceilings, walls, columns, drapes, floor, or any facility surface. Hanging signs are permitted above island booths only. Island exhibits (including signage and towers) may not exceed 20' in height.

# **INSTALLATION OF EXHIBITS**

Exhibit installation will begin on Monday, March 31, at 1:00 p.m. and continue through Wednesday, April 2, until 5:00 p.m.

- Empty cases, crates, and packing materials must be removed by 5:00 p.m. on Wednesday, April 2, so that the aisle carpet can be installed.
- Any Exhibitor who places empty crates or cartons in the aisle after the carpets have been installed and cleaned will be charged for removal and re-cleaning at prevailing labor rates.
- Any booth for which installation has not begun by 4:00 p.m. on Wednesday, April 2, will be installed by the official General Service Contractor at the Exhibitor's expense or may be removed from the exhibit floor at the discretion of the ACP Exhibit Manager. If removed, this space can then be resold or reassigned by ACP without obligation on the part of ACP for any refund.
- No exhibit may be erected after the Exhibit Hall opens.
- Under no circumstances will children under 12
  years of age be admitted in the Exhibit Hall during
  installation hours. An adult must accompany
  young adults aged 12 to 16 years.

# INTERNAL MEDICINE NAME OR

The Internal Medicine Meeting name, show look, or logo may not be used in signs, advertising, or promotions in any media or on product literature either inside or outside the exhibit area. This rule applies before, after, and during the meeting, unless prior approval has been received from the ACP Exhibit Manager. The only exception to this rule is Exhibitors may use the phrase "Internal Medicine Meeting 2025" when referring to their booth number.

## **ISLAND BOOTHS**

Island booths can be made from any full block of booths 400 sq. ft. or larger. Some aisles may be blocked to create islands not shown on the floor plan.

- Island exhibits (including signage and towers) may not extend over 20' in height.
- Demonstration areas may not be set on the aisle line of the exhibit. Space must be left within the exhibit area to accommodate spectators. Should the spectators interfere with the normal traffic flow in the aisle, or overflow into neighboring exhibits, the presentation will be limited or eliminated.
- The design of the booth should allow accessibility from all four aisles and sufficient see-through areas that do not block the view of adjacent exhibits. Exhibitors with island booths must submit booth schematics for review by February 26, 2025 via the Island Booth Schematics Request Form.
- Exhibitors are required to have carpet/flooring in their booth space.

# LABOR: EXHIBIT INSTALLATION & DISMANTLING

Central South Carpenters Regional Council - Local 1846 has jurisdiction over all decorating work which includes display installation/dismantling, overhead rigging, carpeting, furniture and accessories, signs, and graphics.

IATSE - Local 39 has jurisdiction over all material handling and freight operations.

### LABOR: MATERIAL HANDLING

Work rules require that the Official Material Handling Contractor off-load all equipment and display material from commercial carriers/common carriers or van lines. The use of fork trucks, pallet jacks, and lift gates are permitted only by personnel of the Official Material Handling Contractor. Exhibitors are allowed to perform their own material handling, provided they meet all of the following criteria:

Personnel performing the work must be bonafide, full-time company employees of the Exhibiting Company. They must be off-loading from a company-owned truck or rental vehicle, or from a car, van, or truck owned by personnel of the Exhibiting Company. All trucks, including co-owned or rental vehicles, over 24' in length will be off-loaded or loaded by the Official Material Handling Contractor.

Exhibitors may use only hand-operated equipment, which they have provided; two-wheeled hand trucks and four-wheeled flat trucks are permitted. The use of fork trucks, pallet jacks, lift gates, or any other mechanical equipment is not permitted by anyone other than the Official Drayage Contractor.

# LEAD RETRIEVAL

An electronic lead system designed to help Exhibitors capture sales leads will be available. E-mail addresses and NPI numbers for attendees will be included if available. The leads do not include phone numbers or company affiliations. Information on renting a lead retrieval unit will be included in the Exhibitor Service Manual.

# LIABILITY, INDEMNIFICATION, AND SECURITY

**Exhibitors and Exhibitor-Designated Contractors** (EDCs) must make provisions for safeguarding their goods, materials, equipment, and display at all times. As a courtesy, general guard service will be provided by ACP during the exhibition period; however, ACP, the guard service, and the Ernest N. Morial Convention Center will not be responsible for the loss or damage of any materials by any cause. The furnishings of such guard service is in no case to be understood or interpreted as a guarantee against loss or theft of any kind. The Exhibitor and EDC are responsible for all liability, losses, claims, and demands on account of any injury, death, or damage to property (including the Exhibit Hall), however they occur, that arise from the acts of the Exhibitor or its employees, agents, licensees, contractors, or EDCs. The Exhibitor and EDC both agree to save, defend, indemnify, and hold harmless ACP and the Ernest N. Morial Convention Center from and against any and all liability, losses, claims, and demands that may arise from or be asserted in connection with the foregoing undertaking and responsibilities of the Exhibitor or EDC. Neither ACP nor the owners of the Ernest N. Morial Convention Center or their respective employees, agents, licensees, or contractors are liable for injuries to any person or for damage to property owned or controlled by the Exhibitor or the EDC, however they arise, except for claims for damages or injuries caused by or resulting from the gross negligence of ACP or the Ernest N. Morial Convention Center or their respective employees, agents, licensees, or contractors. Emergency procedures, including fire and safety regulations, will be included in the Exhibitor Service Manual.

## LIGHTING: PAR LIGHTING/ GOBO LIGHTING

Par lighting cannot impose on the aisles or neighboring exhibitors. The Exhibitor is responsible for any costs related to installing par lighting which may later be denied if infringing on ACP or neighboring Exhibitor's space. Lighting by secured truss (facility approved) may be used to highlight a display or presentation, directly above the booth.

#### LINEAR BOOTHS

Linear booths are made of up of 10'x10' inline and corner booths. Inline booths have only one side exposed to an aisle. Corner booths have two sides exposed to an aisle. All booths will be provided with an 8' high back wall drape and 3' high side wall drapes.

- No structure of a linear exhibit may extend over 8' in height, including signs, company name, logo, or product information.
- Under no circumstances may the 8' high back wall drape be removed.
- No structure over 3.5' high may extend more than 5' from the back wall.
- Entrances to booths must be in the direction depicted on the floor plan.
- Exhibitors are required to have carpet/flooring in their booth space.

# **LUNCH - ATTENDEES**

Exhibit Hall boxed lunches are provided to attendees on Thursday and Friday in order to drive traffic to the Exhibit Hall.

### **LUNCH - EXHIBITORS**

ACP will provide a limited number of lunches for Exhibitors. More information will be provided on-site. Additional lunches can be purchased in the Exhibit Hall Concession Area. Subject to change.

#### MEDIA AND PRESS POLICY

Reporters who are appropriately badged with official ACP press badges are permitted to visit the exhibits, but, in accordance with ACP's media policy, reporters cannot conduct interviews or use cameras or recording equipment of any kind in the Exhibit Hall. Please direct any questions about the media to the Public Relations and Web Communications Department in advance of Internal Medicine Meeting at 215-351-2668.

# **NEW EXHIBITORS**

First-time Exhibitors and companies who have not exhibited with ACP within the past 5 years are required to submit company information and brochures or materials that describe their product or service via the Eligibility to Exhibit Request Form. ACP reserves the right at its sole discretion to refuse any company who does not meet Eligibility to Exhibit requirements.

## NONPROFIT EXHIBIT BOOTH FEE

Applies only to qualified organizations for purposes of public service and awareness. It is limited to nonprofit organizations with IRS tax code 501(c)(3) or 501(c)(5) as approved by ACP. Supporting documentation must be submitted with contract. Only one 10'x10' nonprofit space is permitted per organization. Nonprofit hospitals do not qualify for this rate. A purchase order will not serve as payment and will not hold exhibit space. Before December 6, 2024, 50% of the total exhibit fee with contract is required to hold booth space; after December 7, 2024, 100% of the total exhibit fee is required with contract. Payments by check must be received within 10 days of submitting the contract or the booth selection will be released.

# OFFICIAL GENERAL SERVICE CONTRACTOR

Freeman Exposition Services has been designated as the General Service Contractor. Questions regarding any services provided by Freeman (rental furnishing and carpet, material handling, labor, special signage, etc.) should be directed to its Exhibitor Service Department, at phone: 888-508-5054 or e-mail: ExhibitorSupport@freeman.com.

# **OUTSTANDING INVOICES**

Outstanding balances owed to ACP as a result of previous transactions must be paid in full before approval of exhibit contract.

# PHOTOGRAPHY AND VIDEO RECORDING

Photography and video recording of your exhibit requires written approval from the ACP Exhibit Manager. Authorization tags will be provided upon written approval and must be kept on cameras during show hours. Photography and video recording of other companies' exhibits and the Exhibit Hall, other than by the official photographer, is prohibited, as many booth designs contain copyrighted or trademarked materials. Only the Exhibitor may grant permission to have his or her exhibit photographed or recorded while the Exhibit Hall is closed.

Recording of sound or images by any method, including cameras or mobile phones, is prohibited in the Exhibit Hall. ACP reserves the right to audio or video reproduction of all presentations at Internal Medicine Meeting. No broadcast, resale, repurposing, or other distribution of ACP content is permitted without express written consent from ACP.

Interviews of any kind, recorded or not, are prohibited in the Exhibit Hall. The complete Internal Medicine Meeting Media Policy is available in the Exhibitor Service Manual.

### PRIORITY POINT SYSTEM

Priority for booth space assignment is based on points awarded to previous ACP Exhibitors. Each Exhibitor will obtain 1 point for each 10'x10' space rented. A bonus of 3 points will be added to the sum for each consecutive year of exhibiting. To benefit from your priority points, ACP must receive your contract for exhibit space and 50% deposit by October 8, 2024 (Priority Point Deadline). Contracts received after that date will select booth space based on availability.

#### PUBLICITY AND ADVERTISING

All products or service demonstrations, interviews, instructional activities, and distribution of promotional literature must be confined to the assigned exhibit space. Any persons who solicit business or distribute material outside their exhibit booth will be asked to vacate the building. Under no circumstances may products, promotional materials, invitations, magazines, or other materials be distributed to attendees at any hotel. Exhibitors may not use the ACP or Internal Medicine Meeting name, show look, or logo on any promotional materials or invitations without ACP's consent.

#### **SELLING OF PRODUCTS**

Sales and order taking are permitted provided that all transactions are conducted in a manner consistent with the professional nature of ACP and Internal Medicine Meeting. Exhibitors that sell taxable goods or services on-site are responsible for registering as a dealer with the respective state's department of revenue. ACP reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

## SHIPPING: ADVANCED

Only crated materials will be received at the ware-house, stored up to 30 days, and delivered to the booth; empty crates will be removed from the booth, placed in storage, and returned to the booth after the close of the show. Exhibit material will then be moved from the booth to the dock and reloaded on the carrier designated on your bill of lading. Advance warehouse freight will be moved in on Monday, March 31.

#### Advance shipments must be labeled as follows:

Name of exhibiting company / Booth # ACP Internal Medicine Meeting 2025 c/o Freeman 905 Sams Ave New Orleans, LA 70123

Advance shipments will be received beginning March 3, 2025. The deadline for the receipt of advance shipments will be March 26, 2025.

## SHIPPING: DIRECT

Direct shipments must not arrive at the Convention Center before Monday, March 31, 2025 at 1:00 PM. Freight will be logged in, and freight bills will be stamped with time and delivery. Shipments will be received at the loading dock and delivered to the booth; empty crates will be removed from the booth, placed in storage, and returned to the booth after the close of the show. Exhibit material will then be moved from the booth to the dock and reloaded on the carrier designated on your bill of lading.

## Direct shipments must be labeled as follows:

Name of exhibiting company / Booth # ACP Internal Medicine Meeting 2025 c/o Freeman Ernest N. Morial Convention Center 900 Convention Center Blvd New Orleans, LA 70130

# **SMOKING/VAPING**

Smoking/vaping is prohibited in the Convention Center.

### **SOLICITATION**

Nonexhibitors or representatives of nonexhibiting companies may not solicit business in any part of the Exhibit Hall or Convention Center. Solicitation by Exhibitors is strictly prohibited. Should an Exhibitor be in violation, ACP reserves the right to remove the solicitors from the Exhibit Hall and may result in possible loss of eligibility for participation at future ACP annual meetings.

#### SOUND RESTRICTIONS

No equipment or voice-reproducing machines can be operated in such a manner as to cause annoyance to other Exhibitors. Earphones should be provided, or such devices should be enclosed in a special sound-proof booth. ACP reserves the right to determine when sound is interfering with another exhibit, and if, therefore, the sound must be discontinued.

## SUBLETTING OF SPACE

Subletting of exhibit space is prohibited. Two or more companies may not exhibit in a single space.

## THIRD-PARTY REPRESENTATIVES

Any agency that represents an Exhibitor must submit their client's name, contact information, address, telephone, and signature and title with the contract for exhibit space.

#### TRAFFIC AND ATTENDANCE

ACP makes no guarantees of traffic flow or the demographic nature, quantity, or presumed quality of leads. ACP strongly encourages Exhibitors to market their presence at Internal Medicine Meeting.

#### UNAUTHORIZED VENDORS

Exhibitors are sometimes targeted by companies who many claim to be affiliated with the American College of Physicians or the Internal Medicine Meeting. Please be aware that these companies are not authorized to provide services on ACP's behalf.

All official Internal Medicine Meeting vendors will be listed online and in the Exhibitor Service Manual. All official vendor forms and communications will be labeled with an Official Vendor logo, as shown.



### VIDEO/PHOTO RELEASE

By participating at Internal Medicine Meeting, Exhibitor grants ACP the right to record video or take photographs and reproduce them in ACP printed/digital material or the ACP Web site.

### **VIOLATION OF REGULATIONS**

All Exhibitors and their representatives agree to adhere to all rules and regulations, requirements, and restrictions as set forth in the Exhibitor Prospectus, Exhibitor Service Manual, and ACP Rules and Regulations. Those Exhibitors who, in the opinion of ACP, do not conform to these regulations or who conduct themselves unethically will be subject to the following penalties:

- First violation will result in the loss of all priority points.
- Second violation will result in the loss of eligibility for participation at future ACP annual meetings.

Exhibitors who begin to pack or dismantle their booths early will incur a penalty of \$1,000. When appropriate, penalties will progress through the steps described above.

However, ACP, in its sole discretion, reserves the right to levy a more severe penalty without progressing through these successive steps, including immediate termination of the exhibit.