

TEXAS SOCIETY OF PLASTIC SURGEONS 2025 REGULATIONS GOVERNING EXHIBITS



These regulations become a part of the agreement between the exhibitor and the Texas Society of Plastic Surgeons. All points not covered are subject to the decision of the Texas Society of Plastic Surgeons.

DEFINED TERMS:

- a) The term "TSPS" means the Texas Society of Plastic Surgeons and each of its respective officers, directors, staff, agents and representatives.
- b) The term "TSPS Show" means the Texas Society of Plastic Surgeons 2025 Annual Meeting, Sept. 26 – 28, 2025 at the Marriott Marquis, Houston, Texas. The TSPS Show and all portions thereof, is owned, sponsored, produced, and managed by the Texas Society of Plastic Surgeons.
- 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 TSPS.

Infraction of regulations on the part of an Exhibitor or his/her representatives, or both, will subject the Exhibitor or his/her representatives to dismissal from the exhibition hall and dismantling of the exhibit, in which event it is agreed that no refund shall be made by TSPS and, further, that no demand for redress will be made by the exhibitor or his/her representatives.

QUALIFICATIONS OF AN EXHIBITOR:

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

COMPLIANCE:

- a) Smoking inside the TSPS Show is prohibited, including the use of electronic cigarettes (vaping.)
- b) Exhibitors may not bring their own alcohol to serve inside the TSPS Show.
- c) TSPS 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 TSPS 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 TSPS Show.
- d) 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.
- e) Use of a booth space by two or more firms is not permitted. Subletting of space is not permitted.
- f) 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 TSPS Show. Non-attendance does not constitute cancellation on the Exhibitor's part, and no refunds or credits will be issued. TSPS Show management will replace a "no show's" booth space as it determines is in the best interest of the TSPS Show.
- g) "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.

- h) Live or recorded music attractions used in an exhibit must have prior written approval from TSPS. Requests should be submitted to Show Management. Exhibitor must obtain own license for copyrighted music used in the exhibit space and will indemnify and defend the TSPS against any claims or suits alleging copyright infringement for the use of music by the Exhibitor. Sound levels must not exceed 80 decibel level nor be disruptive to neighboring exhibitors, nor the clinical meeting sessions.
- i) As an accredited CME provider, the TSPS is governed by the Accreditation Council for Continuing Medical Education's Standards for Commercial Support of Continuing Medical Education. In accordance with these Standards, the TSPS has established the following policies for commercial exhibits held in conjunction with its educational activities:
 1. Arrangements for exhibits may neither influence planning nor interfere with the presentation of the educational activity,
 2. Commercial/promotional materials may not be displayed or distributed in an educational activity or in the same room immediately before, during, or immediately after the CME activity,
 3. Representatives of commercial supporters and exhibitors may attend the CME activity if they wish, but may not engage in sales activity in the room where the educational activity is held,
 4. Exhibitor is required to disclose via signage at the exhibit booth, FDA status of the medical devices or pharmaceuticals displayed.

DO NOT CALL WAIVER - The Exhibitor consents and agrees to receive messages regarding the TSPS Show via email or text.

SOCIAL MEDIA, PHOTOGRAPHY WAIVER - The Exhibitor gives consent to the TSPS to photograph, videotape, or otherwise digitally record and use images and/or sound recordings of Exhibitors or exhibit space to use in any public media, including radio, television, Internet, social media, print or video reproduction.

ASSIGNMENT OF EXHIBIT SPACE:

- a) Exhibitor may consider his/her space as reserved in the TSPS Show upon acceptance of the application. However, placement in the hall will not be assigned until full payment has been received. Platinum, Gold and Silver exhibitors will receive premier placement. Bronze exhibitors will be assigned the next available space closest to the exhibit area upon payment in full. Payment must be received by **August 1, 2025** or TSPS reserves the right to cancel the Exhibitor's contract, unless other arrangements have been made.
- b) Exhibitors and Supporters will be listed as such in the onsite brochure if application is received and accepted by **August 1, 2025**.
- c) TSPS Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor's exhibit space, without prior notice, if TSPS Show management determines that it is in the best interest of the TSPS Show.

PAYMENT POLICY:

- a) Payment need not accompany the signed application. The Exhibitor will be listed in the onsite printed brochure if the application has been received by **August 1, 2025**.
- b) Payment must be received by **August 1, 2025** to avoid cancellation.
- c) Types of payment: check drawn on a US bank, money order, ACH or Zelle. Credit card payments may be available (VISA, MC, AMEX.) Contact TSPS Show management for processing.

CANCELLATION BY EXHIBITOR:

- a) A full refund will be made to the Exhibitor if written notice is received by **July 1, 2025**, however, TSPS will retain \$200 as a cancellation fee.
- 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 TSPS Show accepted the Exhibitor's application.
- d) TSPS assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TSPS Show.

CANCELLATION BY TSPS:

- a) If, after the contract is entered into, the TSPS fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TSPS 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 TSPS shall bear no further liability or responsibility under such agreement.
- b) If Exhibitor fails to make payment by the deadline, TSPS Show management may terminate the contract.
- c) TSPS 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:

TSPS Show management reserves the right to cancel, rename, or relocate the TSPS Show or change the dates on which it is held. In the unlikely event that TSPS Show management relocates the TSPS 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 TSPS Show originally was scheduled, no refund will be due the Exhibitor, but TSPS Show management will assign to the Exhibitor, in lieu of the original exhibit space, such other exhibit space as TSPS 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 TSPS as a named additional insured, if applicable. Carrier must be licensed to do business in Texas.

- d) If requested by the TSPS, Exhibitor may be required to submit a certificate of insurance evidencing the required insurance.
- e) 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.
- f) Any EAC must adhere to and will be bound by the Rules and Regulations and terms stated in this contract.
- g) Exhibitors will be responsible for their EAC's.
- h) EXHIBITOR SHALL RELEASE AND HOLD HARMLESS AND INDEMNIFY TEXAS SOCIETY OF PLASTIC SURGEONS FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, LAWSUITS, DAMAGES AND ASSESSMENTS, INCLUDING LEGAL FEES THAT RESULT FROM AN ALLEGATION OF NEGLIGENCE ON THE PART OF THE EXHIBITOR OR TEXAS SOCIETY OF PLASTIC SURGEONS OR THIRD PARTIES IN THE USE OF THE EXHIBIT SPACE OR ACTIVITIES IN CONNECTION WITH THE USE OF EXHIBIT SPACE.

EXHIBIT BOOTH DETAILS

- a) Each Exhibitor will be provided with a 6' draped table and two chairs. Pipe and drape of the exhibitor area is also provided. Exhibitors must conform to this or equivalent floor space.
- b) Telephone service, decorating services, electrical and internet connections are not provided by the TSPS. You must contact the hotel directly to make arrangements for these additional services, using the hotel's form you receive with your confirmation.
- c) Security guard services are not provided by the TSPS. 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.

PROMOTIONAL ERRORS

TSPS is not be liable for any errors or omissions in the TSPS Show's attendee lists, websites, social media posts, newsletter or any other promotional or on-site materials. TSPS assumes no responsibility for having included the name of a cancelled Exhibitor in material related to the TSPS Show.

As a participating Exhibitor, I have read the Regulations Governing Exhibits and I will adhere to them per this agreement, as will any company representatives participating on our behalf.

Print Name

Signature

Date

Please return this form to:

TSPS, Exhibits Mgr.
P.O. Box 170897, Austin, TX 78717
Email: Denise@tspns.net