

# Exhibitor Agreement

Course	Date	Location	Fee
2016 Urology Today Conference	September 15-18, 2016	Myrtle Beach, SC	\$2,500

**Exhibit Fee:** Price includes table top exhibit with 6' draped table and 2 chairs, and registration for up to **three** company representatives to staff your exhibit table. Exhibiting Company is acknowledged in the syllabus and onsite signage. Note that space is limited and will be assigned on a first come, first serve basis.

**Payment Information:** Checks are payable to the American Urological Association Education and Research, Inc., c/o SunTrust Bank, PO Box 791080, Baltimore, MD 21279-1080. AUAER is a 501 (C) (3) tax-exempt organization under Internal Revenue Codes, Federal Tax ID 43-0691437.

<b>Company Name:</b> <i>(as it should appear in acknowledgements)</i>		
<b>Company Address:</b>		
<b>Primary Contact:</b>	E-Mail:	Phone:

**Exhibitor Registration:** For each course selected, name **up to three** representatives who will staff your exhibit. If more than three badges are needed, additional course badges can be purchased, space permitting. **Attach additional pages if necessary.**

Representative 1:
Representative 2:
Representative 3:

**AGREEMENT:** I am an authorized representative for this Exhibiting Company with full power and authority to sign this Exhibitor Agreement. I understand that by signing this agreement, I agree to pay the exhibit fee in full. The Exhibiting Company has read and understands the Terms and Conditions as stated in the Exhibitor Agreement.

<b>Authorized Signature:</b>	<b>Date:</b>
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Please return the signed agreement to:  
Cara Smith, Industry Relations Coordinator 410-689-3747 (phone) 410-689-3847 (fax) csmith@auanet.org

## EXHIBITOR AGREEMENT - TERMS AND CONDITIONS

### 2016 Urology Today Conference

- 1. Agreement to Terms, Condition and Rules** The Exhibitor agrees to observe and abide by the Terms and Conditions set forth hereafter and by such additional Terms and Conditions made by the Wake Forest Baptist Medical Center from time to time for the efficient or safe operation of educational courses.
- 2. Indemnification** (a) Neither the Wake Forest Baptist Medical Center, nor the hotel or convention facilities utilized for the course, nor any officers, agents, employees or representatives of either of them, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. (b) The Exhibitor and its agents shall indemnify, defend and protect the Wake Forest Baptist Medical Center and the course facility against, and hold and save the Wake Forest Baptist Medical Center and the Course facility harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of the Exhibitor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms and Conditions, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. (c) The exhibiting company is responsible and accountable for the actions of its staff and any appointed contractor or vendor.
- 3. Licensing of Exhibit Space** The Wake Forest Baptist Medical Center shall license the Exhibit Space to Exhibitor for the period of the course, provided the course facility is made available to the Wake Forest Baptist Medical Center. Such a license is made for the period of the course only and does not imply that the same or similar space will be held or offered for future events. Wake Forest Baptist Medical Center reserves the right to terminate this Agreement, close the Exhibit Space and remove the Exhibitor's property if the Wake Forest Baptist Medical Center determines, in its sole discretion that the Exhibitor is not eligible to participate in the course or is in violation of any Wake Forest Baptist Medical Center rules and regulations. The Exhibitor must not hold itself out as an agent or representative of the Wake Forest Baptist Medical Center, or joint venturer with the Wake Forest Baptist Medical Center.
- 4. Course Hours and Dates** Hours and dates for installing, showing and dismantling the Exhibit Space shall be those specified by the Wake Forest Baptist Medical Center in writing to the Exhibitor. All exhibits must be open and staffed for business during exhibit hours, and no dismantling or packing may be started before the official close of the course.
- 5. Exhibitor Responsibilities** The Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative and a principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the exhibit hours of the course.
- 6. Assignment of Exhibit Space** The Exhibitor shall not assign or sub-license to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of the Wake Forest Baptist Medical Center, which the Wake Forest Baptist Medical Center may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sub-licensee and all its representatives.
- 7. Displays and Decorations** Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls of the course facility. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space. The Wake Forest Baptist Medical Center reserve the right to approve all signs and decorations before display at the course.
- 8. Observance of Laws and Rules** The Exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local government authorities, and all rules of the course facility.
- 9. FDA Regulations and Restrictions** All medical devices or pharmaceutical products either exhibited or described in Exhibitor literature must satisfy U. S. Food and Drug Administration (FDA) requirements—full compliance with applicable FDA approvals as well as with its guidelines regarding display, promotion and marketing of medical products. If an exhibited product remains under clinical investigation or investigational new drug application (INDA) procedures, that fact must be prominently disclosed. Also, if not licensed or approved by the FDA specifically for urological procedures, that fact must be prominently noted. (Information regarding FDA regulations and approvals may be secured from the agency.) Additional constraints may apply pending further FDA guidelines and the Wake Forest Baptist Medical Center -imposed regulations, and the Exhibitor agrees to comply with all then-applicable restrictions. The Wake Forest Baptist Medical Center reserve the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property should the Wake Forest Baptist Medical Center determine, in its sole discretion that the Exhibitor has violated these restrictions or is otherwise ineligible to participate in the course. The Exhibitor agrees to indemnify, hold harmless and defend the Wake Forest Baptist Medical Center should any of its products or literature violate these rules, or transgress FDA requirements.
- 10. Closing of Exhibit** If the Exhibitor is the subject of a labor or similar dispute resulting in picketing or overt demonstration in or near the Course facility, the Wake Forest Baptist Medical Center reserve the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space. The Wake Forest Baptist Medical Center shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by the Exhibitor or its duly authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term and Condition set forth herein, and such Exhibitor shall not be entitled to a refund of any payment.
- 11. Inability to Hold Show** If, because of war, fire, strike, terrorist acts, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or the public enemy or other cause beyond the control of the Wake Forest Baptist Medical Center, the course or any part thereof is prevented from being held, is canceled by the Wake Forest Baptist Medical Center, or the Exhibit Space becomes unavailable, the Wake Forest Baptist Medical Center, in its sole discretion, shall determine and refund to the Exhibitor a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Wake Forest Baptist Medical Center and reasonable compensation to the Wake Forest Baptist Medical Center, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.
- 12. Cancellation** All cancellation of Exhibit Space by Exhibiting Company must be in writing. The Wake Forest Baptist Medical Center reserves the right to withhold refunds for cancelled space for any reason.
- 13. Americans with Disabilities Act** The course facility shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act (ADA). The Wake Forest Baptist Medical Center shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA, which are applicable to the Wake Forest Baptist Medical Center if not otherwise provided by the course facility. The Exhibitor agrees that it will comply with any provisions of the ADA, which are applicable to the Exhibitor.
- 14. Jurisdiction** Each party hereto consents to the jurisdiction of the courts of the State of Maryland for enforcement or interpretation of this Agreement, and further consents to service of process in accordance with the Maryland Rules of Procedure.
- 15. Governing Law** This Agreement, having been executed in the State of Maryland, shall be governed by and construed and enforced in accordance with the Laws of the State of Maryland as if it is an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by the Wake Forest Baptist Medical Center.
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