

CMSS 2023 Annual Meeting

November 9-10, 2023 - Renaissance Washington, DC Downtown Hotel

Exhibit Rules & Regulations

Purpose Of Exhibits

The purpose of all exhibits is to provide members and guests with information and explanations concerning medical related products and services.

The following rules and regulations have been established to govern exhibitors and ensure a professional atmosphere for our attendees and exhibitors. They have been formulated in the best interest of the exhibitor, and we respectfully ask for full cooperation of the exhibitor in their observation. It is imperative that all exhibitors, exhibit designers, communications, and marketing firms, and other third parties acting on an exhibitor's behalf are aware of and adhere to the Council of Medical Specialty Societies (CMSS) rules and regulations. Exhibitors understand that when applying for exhibit space they are bound by the rules and regulations that appear in the exhibitor prospectus.

Upon receipt of Exhibit Space Application, the CMSS assumes that you have read the terms outlined below and agree to abide by these terms. Application is subject to acceptance by CMSS. Written confirmation will be sent upon receipt of Application and full payment.

1. ELIGIBILITY TO EXHIBIT - The meeting is intended for those companies that are related to the profession. Companies involved in providing education, supplies, and services to the medical profession, pharmaceuticals, instrumentation, practice management, publications, computer software, and so on. CMSS reserves the right to determine the eligibility of any applicant as an exhibitor according to its Principles of Governing Corporate Support.

All products must be related to the practice of medicine and approved by CMSS in its sole and absolute discretion. Exhibitors shall not exhibit products or services other than those described in the application and approved by CMSS.

A product that is an "investigational device or drug" must be clearly marked as such. Exhibitors must ensure that with respect to all such devices or drugs only permissible preapproved dissemination of scientific and educational information is provided at the exhibit and that appropriate disclosure and cautionary notices are included with the devices or drugs.

An exhibitor shall not in any manner directly or indirectly imply that CMSS endorsement or approval of exhibitor's product or service has been given merely because CMSS approved such product or service for display as an exhibit.

Applications deemed ineligible by CMSS will be returned with full payment.

2. EXHIBIT DATE - The exhibits will be open on Thursday, November 9 and Friday, November 10. Attendees will have access to your company information during the designated times listed on the agenda.

3. EXHIBIT FEES - Tabletop exhibit only fee is \$4,000 and includes: One 6' Skirted Table, chairs, and wastebasket; two complimentary registrations; Company name, logo, description, hyperlinks on CMSS Website; One full page advertisement in electronic or printed program.

4. NON-PROFIT RATE - The non-profit rate is \$2,000.

5. CANCELLATION POLICY - Cancellation must be received by CMSS in writing. A full refund is available if cancellation notification received before Friday, September 29, 2023. A fifty percent (50%) refund will be issued if cancellation notification is received between September 30, 2023 and October 13, 2023. **No refunds after October 14, 2023.**

PAYMENT TERMS - Sponsorship and Exhibit only payments must accompany the exhibit space application. No applications will be processed without remittance of payment. Credit Card payments are processed automatically when the application is submitted. Applications received after Friday, October 13, 2023 must include full payment. No application will be processed without full payment after this date. Full payment is due Monday, October 16, 2023. If payment is not received by this date, the tabletop display will be placed on hold until full payment has been received.

7. MARKETING OPPORTUNITIES - CMSS offers limited advertising and marketing opportunities on a first-come-first-served basis. See [page 7](#) for details.

6. EXHIBITOR REGISTRATION - Each exhibiting company is allotted complimentary registrations based on partner level. Exhibit Only includes 2 complimentary registrations. Substitutions are permitted when processed through CMSS registration. Additional registrations cost \$750 per person and provide access to all sessions. See application for details.

7. COMPANY DESCRIPTION FOR CMSS WEBSITE - Each company will receive Exhibitor Listing form to complete for the CMSS website. The form will include instructions and deadline.

8. EXHIBITOR EVENTS - Limited opportunities are available to host satellite symposia during the meeting. For details, contact Judy Hambrick at jhambrick@cmss.org.

9. CMSS LOGO - Use of the CMSS logo on signs or materials distributed is strictly prohibited without the written consent of CMSS. The use of logos, seals of approval, trademarks, or other similar property rights that are in disuse may not be used in connection with any product, service, or advertising material displayed or disseminated at the exhibit.

10. FOOD AND DRUG ADMINISTRATION (FDA) - All medical devices or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations.

Non-Food and Drug Administration (FDA) Approved Drugs and Devices— Exhibitors are reminded that the **FDA prohibits the advertising or other promotion of investigational or unapproved drugs and devices**. The FDA also forbids the promotion of approved drugs or devices for unapproved uses. Unapproved Class III devices may be displayed only if they are the subject of an effective investigational device exemption (IDE). Class I or II devices that have not been approved by the FDA may be displayed only if they are the subject of a pending 510(k) premarket notification application. Any investigational product (including any product subject to a pending 510(k)) that is displayed or graphically depicted within the exhibit must: contain only objective statements about the product; contain no claims of safety, effectiveness, or reliability; contain no comparative claims to other marketed products; display the statement "Caution: Investigational Devices. Limited to Investigational Use" in prominent size and placement; and not be sold or be the subject of order taking or name gathering until approved.

Signage that is easily visible is to be placed near the devices themselves and on any graphics depicting the device stating: "This device is not cleared by the FDA for distribution in the United States" or "This device is limited by Federal Law for investigational use only."

11. GIVEAWAYS - Exhibitors are permitted to offer giveaway/raffles in their booth. Individual gifts in the general range of \$100 are acceptable. No gifts over \$100 are permitted. Exhibitors must follow the AMA Guidelines on Gifts to Physicians from Industry. Any gifts accepted by physicians individually should primarily entail a benefit to patients. Accordingly, textbooks, modest meals, and other gifts are appropriate if they serve a genuine educational function. Cash payments may not be offered. Exhibitors are solely responsible for notifying any winners, and alcohol is not permitted as a prize.

12. ATTENDEE LIST RENTAL - Exhibitors will be provided with one copy of the 2023 Annual Meeting pre attendee list free of charge. The list includes mailing addresses and email addresses for attendees who authorize CMSS to release their information to exhibitors. Additional Information will be sent in late September 2023.

RESTRICTIONS IN OPERATION - Contractual Considerations

13. CONFIDENTIALITY - CMSS and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

14. EXHIBITOR REGISTRATION AND ACCESS TO SESSIONS - All exhibitors must register to participate in CMSS 2023 Annual Meeting. Exhibitors receive full access to the sessions with registration. Details for exhibitor registration will be available in August 2023.

15. FORCE MAJEURE - The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats, or terrorist attacks, or another similar occurrence beyond the control of the parties, making it illegal, impossible, or commercially impractical to carry on the Exhibits or fully perform the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

16. INDEMNIFICATION AND INSURANCE - Each party agrees to indemnify and hold harmless the other, its agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, arising from acts, omissions, or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement.

17. LICENSE OF INTELLECTUAL PROPERTY - CMSS and the Exhibitor are each the sole owner of all right, title, and interest to CMSS' and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). CMSS and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Exhibit Program.

18. LIMITS IN LIABILITY - In no event shall CMSS be liable to the Exhibitor for more than the amount paid under the Agreement.

19. RELATIONSHIP OF THE PARTIES - CMSS and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/employee relationship of any kind. Both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. The parties agree that exhibiting does not constitute CMSS official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

20. TERM AND TERMINATION - This Agreement is effective as of the date of last signature and will terminate (i) upon conclusion of the post promotion of the Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by CMSS to Exhibitor, with or without cause. In the event of termination for material breach by CMSS or termination without cause by CMSS, CMSS will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire, and each party shall discontinue the use of the other party's Intellectual Property.

21. MISCELLANEOUS - This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of DC.

22. INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS - All matters and questions not specifically covered by these Rules and Regulations, are subject to the decision of Jacqueline Mitchell, Associate Director of Convention and Meetings, American College of Surgeons, and Judy Hambrick, CMSS Exhibits Manager, American College of Surgeons.

EXHIBITS CONTACT - Jessica Vacha, CMSS, 633 N. St. Clair St., Suite 2200 Chicago, IL 60611 Telephone: 312.202.5254; jvacha@cmss.org.