

**APPLICATION AND AGREEMENT FOR EXHIBIT SPACE**

The exhibiting company listed below does hereby apply for the reservation of space at the 2018 4th Federal Interagency Conference on Traumatic Brain Injury, TBI ACROSS THE LIFESPAN: research to practice to policy over the period of June 11-15. Federal Interagency Conference on Traumatic Brain Injury agrees to review your Application and Contract and assign your company exhibit space (if available) consistent with show eligibility requirements, policies, and at the discretion of Federal Interagency Conference on Traumatic Brain Injury.

PRINT your company name and address information **exactly** as they should appear in all Federal Interagency Conference on Traumatic Brain Injury publications.

Company Name \_\_\_\_\_

Company Website \_\_\_\_\_

Company Street Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Exhibit-related correspondence to be sent to (please type or print):

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Table Top Representatives**

Upon the signing of this Application and Agreement, the link to our Exhibitor Registration site will be sent to the contact person named above. You will receive a password to access this online system. Here you will be able to update all contact information and insert the name of your representative. If additional representatives beyond the two complimentary will attend, they can be registered online, for a fee of \$400.

**Application and Agreement Execution**

An authorized signature must accompany this Application and Agreement to apply for table top space. The signed Application and Agreement, initialed on each page must be received before space can be reviewed. Application and Agreements without signature will not be considered. **Payment in full must be received net 30 days from invoice.** Any Application and Agreement for exhibit space which is not paid in full is subject to cancellation or reassignment of space by Federal Interagency Conference on Traumatic Brain Injury in its sole discretion. After this Application and Agreement is accepted and payment is made, cancellation by the exhibitor shall result in a forfeiture of its payment.

This Application and Agreement shall become effective when it has been submitted by the exhibiting company in the manner described in this section and accepted by a duly authorized representative of Federal Interagency Conference on Traumatic Brain Injury. By the name listed below, the individual represents and warrants that he/she is duly authorized to execute this binding Application and Agreement on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the Rules & Regulations and Exhibitor Information and Terms of Federal Interagency Conference on Traumatic Brain Injury. The Application and Agreement will then constitute a binding offer, which Federal Interagency Conference on Traumatic Brain Injury may accept by online submission, email, mail or fax. The exhibiting company agrees that upon acceptance of this Application and Agreement by Federal Interagency Conference on Traumatic Brain Injury, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Agreement shall become a legally binding contract; enforceable against the exhibiting company in accordance with its terms.

**Acceptance of Application and Agreement**

\_\_\_\_\_  
Signature of Authorized Agent of Exhibiting Company

Date Signed: \_\_\_\_\_

ACRM Tax ID number: 36-2170787

Send Completed Agreement to KSell@ACRM.org

## Rules and Regulations – 2018 4th Federal Interagency Conference on Traumatic Brain Injury

The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives listed in this Application and Agreement. The term "Exhibit Facility" shall mean the Hilton Washington, D.C. The term "Exhibition" shall mean the 2018 4th Federal Interagency Conference on Traumatic Brain Injury, June 11-15.

### Exhibitor Registration and Badges

Exhibitors are encouraged to register in advance. Two complimentary badges are included with each table top. Additional badges may be purchased at \$400 each (nonrefundable). Exhibitor registrants are eligible for CME/CEU credits for the conference with a fee of \$150 for processing.

**Exhibitor badges are personal and nontransferable.** Each representative of Exhibitor must wear the official badge at all times during the meeting. Badges are required for entry into the exhibit hall at all times. Badges will be confiscated if worn by others than the person to whom issued.

### Assignment of Exhibit Space

Assignment of space will be made on a first come, first serve basis. Federal Interagency Conference on Traumatic Brain Injury reserves the final decision and right, in the best interest of the Exhibition, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to Exhibitor whatsoever.

### Union Labor

Exhibitors shall be bound by all Agreements in effect between or among service contractors, Exhibit Facility and labor organizations or any of them.

### Character and Construction of Exhibits

The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. **Table top personnel, including demonstrators are required to confine their activities within the Exhibitor's table top space.** Apart from the specific display space for which an exhibiting company has contracted with Federal Interagency Conference on Traumatic Brain Injury, no part of the hotel and its grounds may be used by any organization other than Federal Interagency Conference on Traumatic Brain Injury for display purposes of any kind or nature. Within the Exhibit Facility, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only. The exterior of any display cabinet or structure facing a side aisle, or adjacent Exhibitor's table top must be suitably decorated

at the Exhibitor's expense. In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating, display, nor exhibits producing objectionable odors be allowed.

### Lighting

In the best interest of the exposition, Federal Interagency Conference on Traumatic Brain Injury reserves the right to restrict the use of glaring lights or objectionable light effects.

### Safety Regulations

Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the hotel and its municipality, for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No obstruction such as chairs, tables, displays, or other materials will be allowed to protrude into the aisles. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor. No children under the age of 16 permitted in the exhibit hall.

### Photography and Sketching

Cameras, camcorders, video recorders, digital cameras may be carried in the exhibit area, but under no circumstances may photographs, drawings, audio or video taping of an exhibit table top or persons or conversations therein be made and/or will be allowed without expressed authority of the Exhibitor and any other participants concerned in each case. Federal Interagency Conference on Traumatic Brain Injury reserves the right to allow its contracted photographer to take general photos of the exposition at select times during the Exhibition Facility. Registration and attendance at or participation in the Exhibition, or Federal Interagency Conference on Traumatic Brain Injury meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to Federal Interagency Conference on Traumatic Brain Injury's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

### Complaints and Jurisdiction

Exhibitor agrees to abide by the rules and regulations of the Hilton Washington D.C. Exclusive venue and jurisdiction for any claim or dispute related to or connected with this

Agreement shall reside in the state or federal courts located  
in \*\*\*\*\*

#### **Hanging Signs**

Note: Electrical requirements, projection requirements, and all furniture and accessories are the responsibility of the exhibiting company. Forms for these will be provided in the Exhibitor Service Kit.

#### **Indemnification & Insurance**

Exhibitors shall indemnify, hold harmless and defend Federal Interagency Conference on Traumatic Brain Injury and the Exhibit Facility and their respective directors, agents and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the convention center; 2) the conduct of Exhibitor's business or from any activity, work, or things that may be permitted or suffered by Exhibitor in or about the exhibit and the Exhibit Facility; 3) from any breach or default in the performance or any obligation on the Exhibitor's part to be performed under any provision of the Agreement to Exhibit or these Rules and Regulations; 4) Exhibitors failure to comply with any applicable law or regulation; or 5) from any negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor, or other persons in connection with the exhibit and the Exhibit Facility. The terms of this provision shall survive the termination or expiration of the Agreement to Exhibit.

Insurance protection will not be afforded to the Exhibitor either by the Federal Interagency Conference on Traumatic Brain Injury or the Hilton Washington D.C. Exhibitors shall carry their own insurance to cover personnel and exhibit material against damage and loss, and public liability insurance. Exhibitor shall list the Federal Interagency Conference on Traumatic Brain Injury as an additional insured on such insurance policy(ies) and shall provide Federal Interagency Conference on Traumatic Brain Injury with a certificate evidencing thereof.

#### **Table Top Accessibility**

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their table top space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

#### **Security**

Exhibitors are responsible for securing items left in the exhibit area at the Exhibit Fee. Federal Interagency Conference on Traumatic Brain Injury is not responsible for lost, stolen or damaged items left in the exhibit area.

#### **Advertising**

Federal Interagency Conference on Traumatic Brain Injury does not endorse or promote any products or services related to an exhibit. The use of the Federal Interagency Conference on Traumatic Brain Injury logos, names, Annual Conference artwork or any representations thereof shall be only at the express written consent of Federal Interagency Conference on Traumatic Brain Injury.

To prepare for the meeting in a timely and efficient manner, third parties acting on behalf of or representing the Exhibitor must adhere to and abide by all Federal Interagency Conference on Traumatic Brain Injury rules and regulations. It is the exhibiting company's responsibility to make its agencies and/or contractors aware of all guidelines and deadline dates and to forward promotional materials, service manuals, and forms that are the responsibility of the third party.

#### **Distribution of Advertising Material**

Canvassing any part of the exhibit hall or meeting rooms by anyone is strictly forbidden. Canvassing or distributing of advertising material by an Exhibitor will not be permitted outside of the Exhibitor's allotted table top space. Distribution of any literature through the Hilton Washington D.C. is not permitted. Exhibitors may not use Federal Interagency Conference on Traumatic Brain Injury or Interagency Conference logos in connection with any product or advertising materials.

#### **Demonstrations, Interviews, Subletting**

Demonstrations by exhibitors should contribute to the attendee's knowledge in a professional way. Demonstrations and adequate space for interviews should be available within the confines of the individual Exhibitor's table top. No interference with normal traffic flow and infringement on neighboring exhibits is permitted.

#### **Product Samples/Promotional Items**

Federal Interagency Conference on Traumatic Brain Injury only permits Exhibitor giveaways that are educational and modest in value. This restriction does not apply to nonprofit exhibitors or to exhibitors outside of the health care sector. Exhibitors planning to distribute giveaways at their table top should send a sample of the artwork to Federal Interagency Conference on Traumatic Brain Injury if there are any statements, logos, or artwork appearing on the souvenir other than that associated with the Exhibitor.

#### **FDA Disclosure Requirements**

Displays or graphical depictions of drugs or devices declared investigational or unapproved by the United States Food and Drug Administration (FDA) must (1) contain only objective statements about the product; (2) contain no claims that state or imply, directly or indirectly, that the product is reliable, durable, dependable, safe, or effective; and (3) contain no claims that the product is in any way superior to any other marketed products.

These drugs/devices must be displayed solely for the purpose of obtaining investigators and be accompanied by instructions for becoming an investigator and investigator responsibilities. Drugs/devices will only be permitted when accompanied by following or similar statement: "Caution: Investigational Device Limited by Federal (or United States) Law to Investigational Use." Clear unequivocal statements that the drug/device is under investigation and is available only for investigational use are to be made in oral presentations.

Exhibitors are further advised to adhere to the FDA prohibition on the promotion of cleared drugs and devices for unapproved uses. Specifically, pharmaceutical manufacturers cannot proactively discuss off label uses, nor may they distribute written materials (promotional pieces, reprints of articles, etc.) that mention off label uses. FDA defines off label use as "use for indication, dosage form, dose regimen, population, or other use parameter not mentioned in the approved labeling.

#### **General**

All matters and questions not covered in these Rules and Regulations to exhibit are subject to the express decision of the Federal Interagency Conference on Traumatic Brain Injury in its sole discretion. The terms of this Application and Agreement and all other rules and regulations applicable to the Exhibition and Exhibitor's space may be amended at any time by the Federal Interagency Conference on Traumatic Brain Injury, and all amendments so made shall be equally binding on the Exhibitor and all other exhibitors affected by them. In the event of any amendment or additions to this Application and Agreement and/or other rules and regulations applicable to the event and the Exhibitor's exhibit space, written notice will be given by Federal Interagency Conference on Traumatic Brain Injury to the Exhibitor and all other exhibitors that may be affected by them. Without limiting any other rights and legal remedies Federal Interagency Conference on Traumatic Brain Injury may have against Exhibitor, in the event the Exhibitor does not abide by this Agreement and/or any rules and regulations applicable to the Exhibition and the Exhibitor's exhibit space, the Exhibitor's table top payment and privileges will be forfeited and, at Federal Interagency Conference on Traumatic Brain Injury's discretion, the Exhibitor must immediately vacate the Exhibit Facility and remove all Exhibitor property and exhibit materials.

#### **Force Majeure**

Should any circumstance beyond the control of, and not the fault of Federal Interagency Conference on Traumatic Brain Injury interrupt, prevent or materially affect the Technical Exhibition from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other causes beyond the control of Federal Interagency Conference on Traumatic Brain Injury, then this Application and Agreement shall terminate and the Exhibitor hereby waives any claim against Federal Interagency

Conference on Traumatic Brain Injury for damages of any kind or nature by reason of such termination except that any unearned portion of the space rental due hereunder shall abate, or, if previously paid, shall be refunded by Federal Interagency Conference on Traumatic Brain Injury to the Exhibitor after deduction of such amounts as may be necessary to cover expenses incurred by Federal Interagency Conference on Traumatic Brain Injury in connection to the Exhibition.

#### **Hospitality Functions**

Scheduling of private functions, cocktail parties, special events or other hospitality functions planned in conjunction with the conference and within the convention center or host hotels must be coordinated directly with Federal Interagency Conference on Traumatic Brain Injury. Functions during the period of move-in, show hours or move-out are prohibited.

#### **Exhibit Hours**

Exhibitors shall keep an attendant at their table tops during all open hours. It is agreed that no Exhibitor will dismantle or remove any part of their exhibit prior to show closing.

#### **Subleasing**

Exhibitors may not sublet, sub-divide or assign their space, or any part thereof.

#### **Sanctions for Violations**

Federal Interagency Conference on Traumatic Brain Injury reserves the right to control or prohibit any exhibit that, in its opinion is objectionable, is outside the character and purpose of the Federal Interagency Conference & Exhibition, or is not in keeping with the policies of Federal Interagency Conference on Traumatic Brain Injury. This reservation refers to companies, persons, products, and printed matter. Federal Interagency Conference on Traumatic Brain Injury may impose appropriate sanctions regarding current or future participation in Federal Interagency Conference on Traumatic Brain Injury exhibit program. In the event of such restrictions or eviction, Federal Interagency Conference on Traumatic Brain Injury will not be liable for any refunds, rentals or exhibit expense.

#### **Limitation of Liability**

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE EXHIBIT FACILITY, FEDERAL INTERAGENCY CONFERENCE ON TRAUMATIC BRAIN INJURY, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "FEDERAL INTERAGENCY CONFERENCE ON TRAUMATIC BRAIN INJURY PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR

4th Federal Interagency Conference  
on Traumatic Brain Injury

JUNE 11 – 13  
2018

TBI ACROSS THE LIFESPAN:  
research to practice to policy

WASHINGTON DC

CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE FEDERAL INTERAGENCY CONFERENCE ON TRAUMATIC BRAIN INJURY PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE FEDERAL INTERAGENCY CONFERENCE ON TRAUMATIC BRAIN INJURY PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT TABLE TOP FEE. EXHIBITOR AGREES TO

INDEMNIFY AND DEFEND THE FEDERAL INTERAGENCY CONFERENCE ON TRAUMATIC BRAIN INJURY PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT TABLE TOP FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY FEDERAL INTERAGENCY CONFERENCE ON TRAUMATIC BRAIN INJURY PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

**2018 Exhibitor Pricing**

2017 Exhibitor Pricing INTERAGENCY	# of Exhibitors included/Grants Access to all Sessions	Expiration Dates	Cost	Expiration Dates	Cost	Expiration Dates	Cost
Table Top 2 X 6	2	Good Thru 10.31.17	\$1,999.00	Good Thru 2.28.2018	\$2,199.00	On or After 3.1.2018	\$2,499.00
Additional Exhibitor/grants access to all sessions			\$399.00				

Table Top Fee: \$ \_\_\_\_\_

Quantity of Table Tops x \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

Table Top Selection #:

1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

**Method of Payment**

- Please invoice me.
- Enclosed check # \_\_\_\_\_  
(payable to Federal Interagency Conference on Traumatic Brain Injury)

Mail to: PO Box 759272, Baltimore, MD 21275

Charge to the following:

- MasterCard
- VISA
- AMEX
- Discover

Card No. \_\_\_\_\_ Exp. \_\_\_\_\_

CVV/CVC Code (security digits on card) \_\_\_\_\_

Billing Street Address \_\_\_\_\_

Billing City, State, Postal \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

(as it appears on card)

\_\_\_\_\_  
Signature (credit card payments only)