

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip/Postal Code: \_\_\_\_\_

Name of Exhibit Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

### Exhibitor Fee

☐ \$1,500 (Deadline: January 11, 2019)

### Payment

☐ **Credit Card** - Complete a secure online payment at <http://bit.ly/fsmb2019exhibitor>

### Exhibitor Badges

Exhibitor #1 Name: \_\_\_\_\_ Title: \_\_\_\_\_

Exhibitor #2 Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Exhibitor Info *(Please complete this section as you would like to be listed in print and digital materials)*

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Twitter: \_\_\_\_\_

Facebook: \_\_\_\_\_

Company Description (150 word limit):

**Contract Provisions** Exhibits and exhibitors are subject to the following terms. The letters “FSMB” herein refer to the Federation of State Medical Boards acting through its officers, employees or agents in the management of the FSMB Annual Meeting.

**Annual Meeting Objectives** The FSMB Annual Meeting is produced by and is the property of the FSMB. It is an educational event for the FSMB member boards and affiliates. Exhibitor is expected to display their products and/or discuss their services with awareness of the professional and practical needs of FSMB members. The FSMB reserves the right to refuse space to exhibitor at its own discretion.

**Representative Responsibilities** Exhibitors must name at least one person to be the official onsite representative and responsible party. The official representative will receive all relevant materials relating to the Annual Meeting. That representative shall be authorized to enter into such agreements as may be necessary for fulfillment of obligations to the FSMB and to other contractors and subcontractors. At least one representative must be at the display during exhibit times.

**Payments and Cancellations** The Exhibitor Registration deadline is on or before January 11, 2019. Exhibit Fees are due at the time of registration. Exhibitors who cancel on or before January 11, 2019, will receive a full refund. Exhibitors who cancel after January 11, 2019, will receive no refund. No cancellations shall be acknowledged unless received by the FSMB in writing. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Exhibit fees are a commercial transaction between the FSMB and the exhibitor and in no way are construed as financial support for the continuing medical education activity. It is mutually agreed, in the occurrence that the event is canceled for any reason, then and thereupon this Agreement will be automatically terminated and FSMB will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

**Space Agreement** This application for exhibit space, notice of assignment by the FSMB and full payment of rental charges, together constitute an agreement for a right to use the space. Exhibitors will be assigned space on a first-come, first-serve basis. The FSMB reserves the right to make or change final space assignment should it be necessary and in the best interest of the Annual Meeting.

**Arrangements of Exhibits** Exhibits will be limited to tabletop displays and standard-sized pull-up banners only. No booths or freestanding backdrops will be allowed. Exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others. The standard equipment provided to the exhibitor by the FSMB will consist of one six-foot table and two chairs.

**Move In and Move Out** Exhibitors may move in between 12:00 - 5:00 p.m. on Wednesday, April 24, 2019. The Exhibit Hall officially closes Friday, April 26, 2019, at 4:00 p.m. Exhibitors may not dismantle or disturb their exhibits until that time. All exhibits and supplies must be removed from the exhibit hall by 7:00 p.m. on Friday, April 26, 2019.

**Care of Buildings** Exhibitors or their agents shall not injure or deface the walls or floors of the buildings and/or equipment or furnishings in the space provided. The Exhibitor will be held liable for any such damage caused by the responsible representative or his agent.

**Use of Exhibit Space** No Exhibitor shall assign, sublet or share the whole or any part of the space allotted without the consent of the FSMB and approval of the terms thereof. No Exhibitor is permitted to show goods other than those manufactured or handled in their regular course of business. No firm or organization not assigned space will be permitted to solicit business in any manner within the exhibit area.

**Sound Devices and Noise Level** The use of devices for the mechanical reproduction of sound is prohibited. Any demonstrations or presentations must be conducted at a low volume so nearby exhibitors are not disturbed.

**Entertainment** The Exhibitor agrees not to sponsor group functions such as hospitality suites, tours, film showings, speeches or other activities during the meeting and exhibition hours that would in any way interfere with member attendance at regular FSMB education sessions or meetings or induce visitors away from the Annual Meeting. The Exhibitor must receive approval from the FSMB for any intended group functions.

**Direct Selling** In the event that Exhibitor engages in on-location transactions, Exhibitor will be responsible for complying with all federal, state and local laws regarding sales taxes and laws that may pertain to such sales.

**General Restrictions** All exhibit and/or advertising functions are to be restricted to the exhibit area and will in no way interfere with the educational sessions of the conference. Exhibitor can distribute only the food and drink samples that are manufactured or handled by them in the regular course of business. The FSMB reserves the right to restrict exhibits that, because of noise, methods of operation, or for any reasons are found by the FSMB to be objectionable. FSMB further reserves the right to prohibit or evict, without refund, any exhibit or person that in the opinion of the FSMB may detract from the general character of the Annual Meeting. No display material exposing an unfinished surface to neighboring exhibitors or an aisle will be permitted. Exhibitor is not permitted to set up displays in hotel rooms, hotel suites or lobbies.

**Liability and Insurance** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture, or agency between the FSMB and Exhibitor. Exhibitor agrees to and does indemnify, hold harmless the FSMB, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively "Indemnified parties") from and against any and all liability, responsibility, loss, damage, cost, or expense (including by not limited to cost, interest, and attorney's fees) which any Indemnified party may incur arising directly or indirectly from any act or omission by Exhibitor or any of its employees or agents. Exhibitor will employ reputable guards and will take reasonable precautions to safeguard exhibit. Exhibitor further agrees that the Indemnified Party shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, employees, or agents. Exhibitors are advised to insure themselves at their own expense against property loss or damage and against liability for personal injury.

**Fire Regulations** All material used in the exhibitor area must be made of flameproof materials and conform to all fire department regulations.

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*Authorized Representative (please print)*

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*Signature*

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*Date*

**Please Return Application, Contract and Payment to:**

**Funmi Okunbolade** | Federation of State Medical Boards

400 Fuller Wiser Road, Euless, TX 76039

Email: [marketing@fsmb.org](mailto:marketing@fsmb.org) | Phone: (817) 868-5131 | [www.fsmb.org](http://www.fsmb.org)