



**The 2023 Southern Medical Association  
114th Annual Scientific Assembly  
Vendor/Exhibitor Contract Agreement**

**Event Theme: Proactive Medicine in a Reactive World**

**Event Dates: October 25-28, 2023**

**Event Location: The Grandover Spa and Resort  
1000 Club Road  
Greensboro, NC 27407**

This vendor contract agreement ("agreement") is made by and between Southern Medical Association ("host") and [representative name] of [organization of representation] ("vendor") on [contract month and day] of [contracted year].

In consideration of the mutual promises and covenants in this agreement, of which the receipt insufficiency are hereby acknowledged, the parties further agree to the terms as follows:

**Term:**

This agreement will be effective starting on the contract date in the signature portion of this document and will continue in full force until its termination date on the last day of the event which is October 28, 2023 at 8PM, EST.

**Exhibit Space:**

Approximately 108"x108" will be provided for the vendor. It is the vendor's responsibility to maintain its general sanitation and presentability.

**Payment:**

Payment in full is due upon signing of the contract. No services will be rendered until payment is received. Delay of payment may result in some services not being available prior to the conference. The vendor will pay the host the contract total fee for services rendered.

**Goods Provided by Vendor**

If a vendor plans to sell goods and/or services at their booth, SMA is not responsible for the transactional financial agreement, the delivery of goods, nor performance of service agreed upon between vendor and the purchasing party.

### **Terms and Conditions**

By agreeing to the Terms and Conditions, all exhibits and exhibitors are subject to the following regulations. The words, "management," "association" and "SMA" herein refer to the Southern Medical Association acting through its officers, employees, or agents in the management of the exhibition.

The rules and regulations reflect the Healthcare Convention & Exhibitors Association's (HCEA) Guidelines for U.S. Healthcare Conventions. The purpose is to ensure the convention's integrity while creating a quality marketing opportunity for exhibitors while serving the needs of our members. Exhibitors agree to abide by the conditions published and all conditions under which space at the convention facility is leased. Exhibitors also accept responsibility for informing their employees and agents of these conditions and agree that they will abide by them also. Before any exhibit may be removed from the building, exhibitors must make arrangements satisfactory to the SMA, the facility, and the SMA's official vendors for the payment of any charges incurred by the exhibitor in connection with presenting their exhibit. The SMA reserves the right to revise the floor plan in the event of conflicts regarding space requests or conditions beyond its control.

### **Liability:**

The SMA assumes no liability for any act or omission in connection with any loss or damage suffered by an exhibitor as a result of any act or omission of any vendor, service provider, or other exhibitor or party. Exhibitors and their representatives release the SMA from any and all liabilities for loss or damage ensuing from any cause whatsoever, except for actual damages resulting from the SMA's failure to fulfill its obligations as described. The SMA disclaims any and all liability for injury or other damages to an individual based on products or services displayed at the meeting and for all claims that may arise out of the use of the products or services displayed. Exhibitors agree to indemnify and hold harmless the SMA and its officers, directors, employees, agents, and contractors from any judgment, loss or other expense (including reasonable attorney's fees) arising from allegations, claims, lawsuits, and other actions relating to (1) their own products or services or (2) their own actions or omissions or those of their employees, agents, or contractors.

### **Eligibility to Exhibit:**

The SMA retains sole authority to determine the eligibility of any company or product to exhibit subject to the following. The three categories of exhibits permitted at SMA's conferences with additional specific requirements applicable of each category are as follows:

1. Products which require approval of the Food and Drug Administration (FDA) for marketing must receive FDA approval to be eligible to exhibit at the meeting.

Exhibitors may be required to show evidence of FDA approval. This requirement applies to medical devices, drugs, cosmetics, and other FDA-regulated products. In accordance with this policy, if non-FDA approved products or services which require FDA approval are exhibited, the SMA may deny installation privileges or require removal of the exhibit or discontinuance of any promotion wholly or in part.

2. Exhibits promoting food products must not promote harmful or unhealthy products. If claims are made regarding the health benefits of a particular food product, the SMA at its sole discretion, may require that the potential exhibitor provide appropriate documentation to substantiate claims made.
3. Other products and services not covered by A or B above which: (1) meet the standards of generally accepted medical practice or (2) are of interest to conference attendees because of their relevance to the clinical or socioeconomic aspects of the practice of medicine. At the SMA's sole discretion, it may require potential exhibitors of a product or service in this category to provide technical data and scientific documentation to substantiate the safety and effectiveness of the product or service, as well as the accuracy of the claims made regarding it. If the safety, effectiveness, and accuracy of claims made for such product or service have not been demonstrated to the SMA's satisfaction, the application to exhibit will not be accepted.

(NOTE: Exhibits for nutritional or dietary supplements and vitamin preparations are not eligible unless the product is approved for marketing by the FDA or its efficacy and safety are substantiated by clinical studies acceptable to the SMA – generally meaning studies that have independent support in authoritative, evidence-based medical literature. Applications and studies must be received no less than 2 months prior to the conference start date to allow sufficient time for review.) The acceptance of a product or service for exhibit does not constitute an SMA endorsement or a guarantee that the product or procedure is appropriate for the medical situations indicated. Exhibits will not be accepted if the SMA deems them to include false or misleading statements. Displays for tobacco products and alcoholic beverages will not be accepted. No exhibit will be accepted if the SMA determines the exhibit is in poor taste, offensive to persons in attendance, promotes an activity that is unethical or illegal or in general, is not in keeping with the character and purpose of this meeting. The SMA may deny installation privileges or require removal of any exhibit or promotion (wholly or in part) that it finds objectionable for the reasons stated above. The SMA follows the American Medical Association's Code of Medical Ethics Opinion 8.063 regarding the sale of health-related products from physicians' offices. Consequently, no exhibit will be accepted that promotes the sale of health-related products from physicians' offices unless documentation submitted with an exhibit application clearly meets the guidelines set forth in Opinion 8.063. Similarly, Code of Medical Ethics Opinion 8.063 prohibits physicians from placing their own financial interests above the welfare of their patients. In most instances the SMA will not accept exhibits that offer referral or other fees to physicians in exchange for recommending products or services to patients.

**Non-contracted Exhibit Space:**

Individuals, companies, and organizations that have not contracted with the SMA for exhibit space are not permitted to display or demonstrate products, processes or services; solicit orders; or distribute advertising materials in convention facilities, parking lots, or hotels contracted by the SMA. Noncompliance will result in the prompt removal of the offending person(s) and property from that area. Individuals, companies, and organizations that are contracted with the SMA for exhibit space, you must have written permission to market, sell or solicit outside of the designated exhibit area. Noncompliance will result in the prompt removal of the offending person(s) and property from that area and the exhibitor from the exhibit area forfeiting all fees.

**Subletting or Sharing of Space:**

Subletting booth space is not allowed. Two or more firms may not exhibit in the same single space without receiving SMA approval.

**Installation:**

Failure to comply may jeopardize future eligibility to exhibit. All exhibit construction or set-up for exhibits must be completed 30 minutes prior to the published conference start time in the official conference materials. Exact set-up times will be emailed to the exhibit company contact for distribution to on-site representatives.

- Admission to the exhibit floor is by proof of registration/badge only.
- Exhibitor personnel will be badged in the SMA Registration area of the conference facility.
- Fire codes strictly prohibit the storage of cartons or other material behind your booth or back drape.

**Dismantling:**

The packing of products and material may begin 30 minutes after the last break on the last day of exhibits – as outlined in the published conference materials.

The dismantling or packing of an exhibit and/or exhibit materials prior to the close of the exhibits may prevent the exhibitor from participating in future SMA exhibitions.

**No-Shows:**

A company that reserves booth space and fails to inform SMA in writing of its plans not to attend:

- May not be permitted to participate in future SMA exhibitions, and
- Forfeits 100% of the total cost of the exhibit space assigned.

**Violations:**

By applying for exhibit space, an exhibitor, its employees, contractors, and agents agree to adhere to all rules and regulations outlined. Violations will subject the exhibiting company to the following:

- When possible, an on-the-spot warning will be issued outlining the actions that are in violation of the policies and regulations.
- Prior years' warnings and penalties may be taken into account in assessing penalties for current year's violations.
- A violation may result in the company not being eligible to exhibit at future SMA meetings and exhibits.
- When appropriate, disciplinary action will progress through the steps described above. However, the SMA, at its discretion, reserves the right to levy a more severe penalty without progressing through these successive steps, including refusal of or immediate termination of the exhibit. Exhibitors are expected to contribute to an overall professional environment and the SMA reserves the right to restrict and/or evict any exhibit that it determines to be inappropriate or offensive to attendees and other exhibitors.
- In the event of restriction or eviction, the SMA is not liable for any refund, rentals, or other exhibit expenses.
- The dismantling or packaging of an exhibit or exhibit material prior to the close of the exhibits may prevent the exhibitor from participating in future SMA exhibitions.

The SMA has full authority to interpret or amend the exhibitor rules and regulations, and its decisions are final. All issues not addressed here are subject to the decision of the SMA.

**Cancellation of Exposition:**

It is mutually agreed that in the event the SMA Scientific Assembly or Exposition does not open or cannot be continued due to causes beyond the reasonable control of the SMA, such as fire, strikes, natural disasters (threatened or actual), governmental regulations, terrorism, (threatened or actual), or other causes, the SMA and exhibitors have no further contractual obligations to each other. At such time, SMA management will determine an equitable basis for refunding a portion of the exhibit fees after due consideration of expenditures and commitments already made. SMA is not responsible under any circumstances for an exhibitor's expenses such as airfare, lodging, or exhibit shipping.

**Description of Event:**

The event will be held at The Grandover Resort and Spa located at 1000 Club Rd. in Greensboro, NC 27407. The event will run for three days from October 25-28, 2023 during the times indicated in the official meeting schedule. Vendor acknowledges that this schedule is subject to change without notice.

Elements included below line are intended to outline inclusions BY Southern Medical Association and FOR Exhibitor/Vendor listed as "vendor" in contract above.

- Approx 108" W x 108" D space will be provided to all "Assembly Level Sponsors"\*  
\***Assembly Level Sponsorship outlined in "Sponsorship Prospectus" provided to contact.**
- Customization of additional packages are available.. Any package customization will affect the inclusions and placement of the pre-conference advertising schedule and inclusions therein. These modifiers will be noted and outlined in a customized agreement, when applicable.

## SMA Provides

- Logo placement on PIT SMArtBowl GameBoard and Host mention and taglines during 4 game breaks (\$1000)
- One Breakfast or Lunch + Break signage and Projected "Provided by..." (\$1500)
- 15-minute presentation of your product during sponsored meal (\$1000)
- Logo on Main Room Screen during Closing Awards Ceremony w/speaker mention and taglines at beginning and end (\$1000)
- 
- Full-width Banner ad in all MONTHLY issues of the **SMA News** newsletter from contract signing until event close. (\$1200)
- Sponsor logo on select event-related **merchandise**. (\$1000)
- Banner ad on SMA.org homepage AND Cvent Official Conference Page for 30 days. (\$1500)
- Monthly inclusion on **bulletin email** to SMA subscribers with banner ad & tagline (\$1200)
- 81 sq ft Exhibit Booth Space (\$2000)
- Pipe and Drape Booth Presentation
- Booth Gatorboard 24x36 Banner w/Stand
- Custom-wrapped 6-foot table w/two side chairs
- Full-Access to all social events
- Full Page Ad in On-Site **Printed Program** (\$750)
- Welcome Reception Sponsors Recognition on Projected Screen. (\$300)

## Vendor Provides

Vendor agrees to meet all deadlines as set forth below. Failure to do so means the vendor ad or recognition will be forfeited.

### Delivery dates

Banner Ad for sma.org homepage - 10 business days prior to agreed upon on display date

Banner Ad for Conference homepage - 10 business days prior to agreed upon on display date

Banner Ad for SMA News - 10 business days prior to agreed upon on run date

Banner Ad for SMA Bulletin Email - 10 business days prior to agreed upon on run date

Program Ad - This needs to be determined based on printing of program

Logos and taglines - 5 business days after signing of agreement. Taglines can be no more than 50 words.

**Signature and Acknowledgment:**

("Hosting Entity")

***Southern Medical Association***

("Host Representative Title")

***Executive Director***

("Host Representative Signature")

***Randy Glick***



Signature

Date of Agreement

("Vendor")

***Company Name***

Please Print

("Vendor")

***Representative Title***

("Vendor")

***Representative Signature***

Date of Agreement