

The 2024 Summer Conference Exhibit Space Application and Contract

Please complete the following company information as it will appear in conference literature. Complete information must be provided. (Please print clearly and make a copy of this application for your records.)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Fax: _____ Website: _____

Email: _____

Exhibit Categories (please check one):

Business/Legal/Financial Services

Compounding Pharmacy/Lab

Diagnostics

Footwear

Implants

Lab/Pathology Services

Lab Equipment

Medical Devices/Supplies

Nail/Skin Care

Office Equipment/Supplies

Orthobiologics

Orthotics

Pharmaceuticals

Podiatric Boards/Associations

Practice Marketing

Software

Surgical Instruments/Products

Therapy

Treatment/Operating Services

Website/Publications

Wound Management

X-Ray/Imaging Services

Other (*please specify below*):

Table Top Preference: Please review available table tops on the live Exhibit Hall Schematic accessible via a link on the FPMA 2024 Summer Conference web page at https://www.fpma.com/fpma_2024_summer_conference.php *BEFORE* indicating your five preferences below. Placement cannot be guaranteed, but every effort will be made to honor your first choice. In areas of conflict, priority will be given to companies that have demonstrated financial support to the Association, as well as attendance seniority.

1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____

List Exhibitors you do NOT want to be placed near. Every effort will be made to accommodate your request.

Exhibitor Table Top Fees: The standard table top fee is \$1,175 if secured by April 25, 2024 (after this date, the fee will be \$1,575). The premium table top fee is \$1,550 by April 25, 2024 (after this date, the fee will be \$1,950). An initial deposit of \$500 will be required to hold a table top. Balance will be due no later than May 13, 2024.

No exhibit may be assembled until the fee is paid in full.

<input type="checkbox"/> Visa	Card Number _____ Exp. Date _____ CVV _____
<input type="checkbox"/> MasterCard	Cardholder Name _____
<input type="checkbox"/> American Express	Cardholder Signature _____
<input type="checkbox"/> Check Enclosed	Billing Address _____

*Please make checks payable to
Florida Podiatric Medical Society,
Address: 3375-F Capital Circle NE,
Ste. 201, Tallahassee, FL 32308*

City _____ State _____ Zip _____

Charge for: Entire table top cost Deposit only

It is our pleasure to include two (2) complimentary name badges per table top. To receive a printed name badge, all company representative names must be submitted no later than May 13, 2024.

Any additional name badges may be purchased for \$45.00 each.

Badge Name(s):

_____	_____
_____	_____

Please read the Exhibitor Rules and Regulations portion of this application/contract and then print your name and sign below.

I hereby agree to the conditions and stipulations in this contract as stated in the Exhibitor Rules and Regulations and declare myself authorized executive officer of the company stated in this contract.

Printed Name _____ Signature _____

Date _____

Please return this form via email or fax to FPMA at
Email: admin@fpma.com
Fax: (850) 681-0899

EXHIBITOR RULES AND REGULATIONS

SPACE ASSIGNMENT, RESTRICTIONS, AND LAYOUT:

Subletting or sharing of space is not permitted. Exhibitor may not show, advertise, or offer any other products than those sold or manufactured by that Exhibitor in his or her regular course of business, as stated on the application form. Please review the enclosed Exhibit Hall diagram carefully. All table top furnishings must conform to the Fire Marshal's regulations in the jurisdiction of the city of Bonita Springs, Florida, in the Hyatt Regency Coconut Point Resort. FPMA reserves the right to alter table top locations.

GENERAL DISTURBANCES: All sound presentations at the exhibitor table top must be done in a sound-proof environment or with earphones, and must not disturb other exhibitors. If any exhibitor has equipment or devices that may disturb another exhibitor, because of noise or other objectionable features, they must notify the Association in writing prior to the conference and agree to accept a table top assignment as determined by the Association or the Exhibit Managers.

CANCELLATIONS: The Exhibitor may request, in writing, a refund as follows: Ninety (90) days prior to the conference, a 100% refund will be issued, less a \$250 handling fee; eighty-nine (89) to forty-five (45) days before the conference, a 50% refund will be issued; less than forty-five (45) days, no refund will be issued. If a confirmed Exhibitor does not occupy the table top for any reason, including failure to exhibit or arrive at the site, the Exhibitor is responsible for the total booth fee without refund.

EXHIBIT CONTRACTORS AND SHIPPING:

Shipping costs are not included in the table top price. Please do not ship materials to the hotel c/o FPMA. Thank you for your cooperation.

FURNISHINGS AND EQUIPMENT: All structural work, such as extra shelves, signs, display racks, spotlights, etc. must be approved by the Association and/or the Exhibit Managers. No supplies, materials, posters, or other objects shall be displayed, posted, tacked, nailed, pasted, or otherwise attached to columns, walls, floors, or any other parts of the building or furniture.

FURNISHINGS AND EQUIPMENT (CONT.):

All electrical equipment must conform to the Hyatt Regency Coconut Point Resort, Bonita Springs, Florida electrical code and must be approved by Underwriters Laboratory (U.S.) or another recognized authority. Volatile, flammable, radioactive, or explosive substances or other materials prohibited by Local Ordinance or by Insurance Carriers will not be permitted on the premises. If an outside contractor or other labor is used, a written notice to FPMA and approval of such is required thirty (30) days in advance, and must be accompanied by a Certificate of Insurer certifying coverage of the same type and amount as hereafter provided.

INSURANCE: All property of the Exhibitor is understood to remain under the Exhibitor's custody and control to and from, or within, the confines of the exhibit area. FPMA, and the Hyatt Regency Coconut Point Resort do not provide insurance covering Exhibitors' property. Exhibitors shall carry comprehensive general liability coverage, including premises, operations, and contractual liability coverage of at least \$500,000 for personal injury liability and \$500,000 for property damage liability. Statutory Workers Compensation with employer's liability, with a limit of at least \$100,000, must be obtained. The Exhibitor shall secure and furnish to FPMA one (1) month prior to the first licensed day of the facility usage (May 6, 2024), and must maintain during the entire license period, the above stated coverage. The policies shall provide that they will not be controlled or materially altered prior to the termination of the facility license period or until FPMA has been given at least thirty (30) days' written notice of such cancellation or alterations.

SALES TAX: In accordance with Florida Statutes Section 212.18(3)(b)3, this agreement authorizes the retail sales of tangible personal property or services subject to sales tax. The Exhibitor must be registered with the Florida Department of Revenue and collect and remit the tax imposed on such sales.

SECURITY: Loss prevention of Exhibitors' property will be a priority; however, neither FPMA, nor the Hyatt Regency Coconut Point Resort will be responsible for loss or damage due to any cause.

LIABILITY: The Exhibitor hereby agrees to indemnify and hold harmless FPMA, its officers, members, agents and staff, and the Hyatt Regency Coconut Point Resort, its managers, officers, sponsors, employees, agents, successors, and assigns from any lawsuit or claim, including but not limited to an action relating to personal injury, product liability, false claims, or property damage or for loss of use of property by whomsoever sustained as a result of Exhibitor's participation in the exhibit, except only for damages or injury due to negligence or willful misconduct of the indemnities.

COMPLIANCE: The Exhibitor shall comply with all federal, state, and local laws, rules, and regulations, including but not limited to those relating to safe usage, advertising, and marketing of products and services. Devices that emit radiation, light waves, sound waves, or other emissions that require or should reasonably require the use of safety equipment shall not be used in the exhibit hall or any part of the hotel without express prior authorization of FPMA and Hyatt Regency Coconut Point Resort. The Exhibitor shall also comply with all provisions relating to continuing education of the Council for Podiatric Medical Education.

FORCE MAJEURE: In the event that the Hyatt Regency Coconut Point Resort, or any part of the exhibit area thereof, is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, or any such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or any other cause or agency over which FPMA has control, or should FPMA decide that because of such causes, it is necessary to cancel, postpone, or reset the exhibit or reduce the exhibit time or move out time, FPMA shall not be liable to indemnify or reimburse the Exhibitor in respect to any damage or loss, direct or indirect, arising as a result thereof.

OTHER RULES: Canvassing or distribution of advertising, promotional materials, gifts, or refreshments outside the Exhibitor's assigned space is not permitted. Solicitations or conferences in the interest of business, except by Exhibitors, are prohibited on the premises during the conference. Hospitality suites and receptions may be allowed if no FPMA official function is scheduled. Written requests must be made sixty (60) days prior to the event for approval by FPMA.

VIOLATIONS: In the event an Exhibitor violates any provision of this agreement, the Association shall have the right, without liability whatsoever, to notify the agents, servants, employees, or other persons then operating the Exhibitor's table top(s) and to lose said table top(s) immediately and remove all the exhibits and other materials in the table top of the Exhibitor immediately upon notice. Furthermore, the Association shall have the additional right to bar the Exhibitor, his/her agents, servants, employees, or other representatives from the exhibit area and the exhibit hall and facilities and to enforce the provisions hereof by having the responsible local government official enforce this provision, all without liability to the Association, its agents, servants, employees, and contractors. If any provision of this agreement is breached by the Exhibitor or if the Exhibitor is in default hereunder, the Association shall have the right, and it is hereby authorized, to retain all monies therefore paid by the Exhibitor as liquidated damages. In addition to any powers, prerogatives, or remedies otherwise provided by the Association in this agreement, the Association shall have any and all rights and remedies otherwise available at law or equity.

AMENDMENTS: Any and all matters not specifically covered by the preceding rules and regulations and other terms and conditions contained in the Exhibitors Service Manual shall be subject to the decision of FPMA. FPMA shall have the full power to interpret, amend, or enforce these rules and regulations, provided any amendments or additions thereto are in conformance with the preceding sentence.

DEFAULT: Exhibitors will not be permitted to set up their exhibits or will be subject to eviction, without refund if this contract is violated.

LAWS AND RULES APPLICABLE: This Agreement and accepted paid contract shall be governed by the laws, rules, and regulations of the State of Florida. The Exhibitor agrees to abide by the rules and regulations of the Hyatt Regency Coconut Point Resort while on resort property and understands where rules and regulations of the host hotel is more stringent than any of the above FPMA rules, such hotel regulations shall take precedence.