CMHC
Cardiometabolic Health Congress

17TH ANNUAL Cardiometabolic Health Congress

PROFESSIONAL MEDICAL EDUCATION (PME) / PRODUCT THEATER
APPLICATION & CONTRACT

OCTOBER 19-22, 2022
BOSTON, MA

Company name:

Company representative name:

Address:

City: **State:** **Zip:**

Tel: **Fax:**

Email:

☐ **Premier Breakfast PME Slots**	(3 Available - Wednesday, Thursday, Friday)	**$65,000**
☐ **Pre-Conference Lunch PME Slot**	(1 Available - Wednesday)	**$60,000**
☐ **Premier Lunch PME Slots**	(2 Available - Thursday, Friday)	**$75,000**
☐ **Premier Dinner PME Slots**	(3 Available - Wednesday, Thursday, Friday)	**$65,000**

☐ **PREFER TO HAVE CMHC MANAGE F&B?**
(+$10K Breakfast; +$20K Lunch; +$15K Dinner)

Companies that are accepted for a CMHC PME will receive the following support from the CMHC:

- Active, direct recruitment by the CMHC
- Listings in the CMHC program brochure and on the CMHC website
- Insert in each attendee bag; companies must provide inserts to the CMHC
- Audiovisual equipment and set up - including an LCD projector, laptop, large screen to fit the room, amplification system, riser, and lectern - at no extra charge
- Preset ballroom in close proximity to congress events
- 2 Lead Retrievals for duration of PME session
- 2 complimentary conference registrations
- Description of program listed on CMHC website
- Production of two 24in x 36in easel sign with PME session details
- Push Notification via CMHC Event App

The PME sponsor is solely responsible for content development and program logistics, including food and beverage arrangements and payment, faculty logistics, honoraria, and expenses, as well as developing, producing, and distributing any meeting materials unless otherwise noted in contract. The PME sponsor is also responsible for onsite staffing and management of this event.

PAYMENT IN FULL MUST ACCOMPANY THIS APPLICATION

By signing this application, Exhibitor attests that they have received, reviewed and consented to the attached Exhibitor Terms and Conditions. CMHC reserves the right to inspect or refuse any marketing materials listed above.

Signature:	**Date:**

For more information contact: Kathleen Powell: Email: kathleen@cardiometabolichealth.org
P: 732.758.0273 C: 321.961.3539 Fax: 866.218.9168 | www.cardiometabolichealth.org

CMHC
Cardiometabolic Health Congress

Payment Authorization Form

Company Name: _____

TOTAL AMOUNT DUE: $ _____

Payment Information

Card Type: ☐ VISA ☐ MasterCard ☐ DISCOVER NETWORK ☐ AMERICAN EXPRESS

Cardholder Name:
(as shown on card) _____

Cardholder Number: _____

Expiration Date:
(mm/yy) _____ **CVV:** _____

Total Amount To Be Charged: _____

I, _____, authorize Tarsus Cardio to charge my credit card the amount of $_____ for the agreed upon purchases.

Other Payment Methods:

☐ Check — If you are paying by check please mail your checks to Tarsus Cardio. 1801 N. Military Trail, Suite 200, Boca Raton, FL 33431

☐ Wire Transfer — (Please Call 561.997.0112 ext. 7507 for details or email kathleen@cardiometabolichealth.org)

_____ _____

Customer Signature - Required Date

EXHIBITOR TERMS AND CONDITIONS

EXHIBITOR TERMS AND CONDITIONS The following terms and conditions, together with the documents referenced herein and the Exhibitor Space Application and Contract form the contract between, on the one hand Tarsus Cardio and any of their respective authorized persons and designees (collectively, "Tarsus Cardio") and, on the other hand, the Exhibitor. Tarsus Cardio reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the exhibition and or any person(s) affiliated therewith. Tarsus Cardio's decisions and interpretations shall be final in all cases.

1. CONTRACT FOR PAYMENT AND SPACE. All applications must be accompanied by payment in full for each booth.

2. CONFIRMATION OF APPLICATION ACCEPTANCE. In organizing the congress, Tarsus Cardio seeks a variety of exhibitors so that attendees will have an opportunity to see and investigate a broad range of products or services which may impact cardiometabolic health. With this in mind, Tarsus Cardio is not always able to confirm exhibit space immediately and may in its sole discretion accept or reject any application due to: the number of other applications from exhibitors who seek to promote similar products or services; to provide space to other exhibitors whose products or services are more in accord with Tarsus Cardio's mission or; to give priority to exhibitors who support Tarsus Cardio in other ways. Acceptance of an exhibitor application shall only be by written acceptance letter issued by Tarsus Cardio or its designee.

3. SPACE LOCATION. Tarsus Cardio reserves the right in its sole discretion to determine the location of exhibit space. Tarsus Cardio's staff is not authorized to determine space locations. No oral representation of Tarsus Cardio or their respective designees, including staff members, as to the location of any exhibit space shall be binding on Tarsus Cardio. Tarsus Cardio also reserves the right, at any time prior to the start of the conference, to change an exhibitor's location even if a prior location was confirmed. Tarsus Cardio shall not be liable for any such change.

4. REFUND OF BOOTH DEPOSIT IF APPLICATION IS NOT ACCEPTED. If Tarsus Cardio does not accept an exhibitor application, it shall issue a refund check to said exhibitor by the beginning of the conference. No interest or other sums will be due. Tarsus Cardio's sole liability to any exhibitor whose application is not accepted is to refund to the exhibitor the fee submitted by that exhibitor with his/her/its application.

5. CANCELLATION POLICY. All cancellations must be in writing. Exhibitors canceling 90 days or less prior to the start of the event will be charged a cancellation fee equal to 100% of the total contract charge. This includes any unpaid balance. Exhibitors canceling more than 90 days prior to the start of the event will be charged a cancellation fee equal to 50% of the total contract charge. This also includes any unpaid balance.

6. ATTENDANCE. Tarsus Cardio shall not be liable for any verbal agreement or condition made by the representatives of Tarsus Cardio or its affiliates. Any language verbal or written relating to the number of participants is merely an estimate of anticipated attendance and does not in any way intend to guarantee the number of attendees to the conference.

7. RESTRICTIONS AND LIMITATIONS ON USE OF SPACE. Exhibitor agrees to abide by the rules and regulations of Tarsus Cardio, the exhibit hall and any other applicable rules, regulations, codes or standards. All exhibits shall be professional in appearance and staffed with the appropriate knowledgeable personnel. Exhibitor must keep space open and properly staffed at all times during exhibition hours. All active exhibition personnel must remain within the boundaries of assigned exhibit space and may not extend exhibition or information distribution activities into the aisle area or any other area. The assigned booth space may not be used for purposes other than distribution of information about, and/or sale of, products and/or services to be rendered by the exhibitor assigned to the space. No exhibitor may distribute information pertaining to products and services of another. Under no circumstances shall services be rendered within the exhibition space unless prior approval is obtained from Tarsus Cardio. Tarsus Cardio reserves the right to restrict exhibit to minimum noise level and to suitable methods of operation. Exhibits, signs, displays, and exhibition activity by exhibition personnel or their affiliates are also prohibited in any public space or elsewhere on the premises of the meeting facilities, or in the guest rooms or hallways of the hotel; these activities include, but are not limited to, distribution of flyers, leaflets, coupons, brochures, or other printed materials. Tarsus Cardio has the right to at any time and from time to time to formulate and publish any other rules, regulations, guidelines or other pronouncement relating to any conference which shall be made available to the Exhibitor upon request.

8. EXHIBITORS. Exhibitors will receive 4 Exhibitor passes per 100 square feet of space secured. These passes are only valid for the Exhibit Hall and do not allow access to the educational sessions. Should exhibitors require additional Exhibitor passes or Full Conference Registration passes, they must be purchased from Tarsus Cardio at rates established by Tarsus Cardio. Passes are not transferable.

9. SERVICE CONTRACTORS. The Official Service Contractor may furnish all participating exhibitors with a Service Manual that will contain exhibit instructions and order forms for all booth accessories and services required. Orders not processed in advance for furniture, carpeting, labor, and other requirements must be procured at the Official Exhibit Contractor's Service Desk and are subject to on-site rates. Exhibitors requiring the services of independent contractors must have prior approval of Tarsus Cardio and the hotel, and no exceptions will be made that will interfere with the orderly function or security of the exposition, or with obligations or commitments of Tarsus Cardio. Exhibitors using ground or air freight carriers are requested to ship directly to the designated Tarsus Cardio freight contractor in ample time prior to the exhibition to allow effective and timely handling of materials.

10. ORDER-TAKING AND DISTRIBUTION OF MATERIALS. Exhibitors will be allowed to accept credit card, check, cash, or purchase order payment for their product and may distribute said products on-site. Distribution of all products sold must be made by the end of tear-down. Exceptions must be approved in writing by Tarsus Cardio and the show facility. Long-term storage of exhibitor goods at the show facility is prohibited. Exhibitors will be responsible for all state and/or local taxes required by law. Raffles or lotteries may be conducted within the confines of the exhibit booth, or through use of the central P.A. system to announce winners or make remarks with prior Tarsus Cardio approval.

11. FLOOR PLANS. All dimensions and locations cited in literature and/or shown on floor plans are believed, but are not warranted, to be accurate. Tarsus Cardio reserves the right to make such modifications as may be necessary to meet the needs of the conference, the exhibitors, and exhibit program. Exhibits shall be arranged as to not obstruct the general view or hide the exhibits of others. Avoid demonstration areas on the aisle line of the display that will result in traffic congestion in the aisle. Any part of the exhibit which does Page 2 of 2 not lend itself to an attractive appearance, such as unfinished side or end panels must be draped at the exhibitor's expense. Tarsus Cardio reserves the right to have such finishing done and the exhibitor will be billed for all charges incurred. The exhibitor expressly agrees to do all installation and dismantling of exhibits during the time specified. No Exhibit may be dismantled before the official closing time. It is the responsibility of the exhibitor to arrange for materials to be delivered to the exhibit hall by the specified deadlines. Should the exhibitor fail to remove the exhibit, removal will be arranged by Tarsus Cardio at the expense of the exhibitor. The exhibitor must surrender rental space in the same condition as it was in at commencement of occupation. The exhibitor or his/her agents shall not injure or deface the walls, columns, or floors of the exhibit facilities, the booths, or the equipment or furniture of the booths. When such damage appears, the exhibitor shall be liable to the owners of the property so damaged.

12. FIRE, SAFETY, AND HEALTH REGULATIONS. The exhibitor agrees to comply with local, city and state laws, ordinances, and regulations and the regulations of the owner covering fire, safety, health, and all other matters. Affidavits attesting to compliance with the Fire Department regulations must be submitted when requested. No combustible materials shall be stored in or around the exhibit booths. No human or animal fluids, tissues, and/or hair or other biological materials may be collected or distributed on conference premises.

13. ACCEPTABILITY OF EXHIBITS. All exhibits shall be to serve the interests of the attendees of Tarsus Cardio and shall be operated in a way that will not detract from other exhibits, the exhibition, or the conference as a whole. Acceptability includes persons, dress, things, conduct, printed materials, or anything of a character which Tarsus Cardio determines to be objectionable to the exhibition as a whole. Tarsus Cardio reserves the right to require the immediate withdrawal of any exhibit or person(s) believed to be injurious to the purpose and well-being of Tarsus Cardio. In the event of such restriction or eviction, Tarsus Cardio is not liable for any refund or rental fees or any other expense or damage incurred by the exhibitor.

14. PROMOTION. To attract attendees and increase floor traffic during the conference and exhibition, exhibitors agree to distribute and promote the conference by mentioning Tarsus Cardio, the date, content and location of the conference in print and media advertisements procured or distributed by the exhibitor after such time as this contract is entered into. Such mention will also be included in all promotional materials and large volume mailings to existing and potential customers.

15. SECURITY. Tarsus Cardio will provide security personnel during the hours the exhibition is not operating, but the furnishing of such services shall not imply or construe any assumption of the obligation and/or duty with respect to the protection of the property of the exhibitors, which shall at all times remain in the sole possession and custody of each exhibitor. Neither Tarsus Cardio nor the property owner shall be liable in any way for any property of exhibitor or its employees or agents which is damaged or stolen even if security is not provided.

16. SERVICES. It is mutually understood and agreed that Tarsus Cardio will provide each exhibitor with the following services free of additional charge: erection of necessary flame-retardant backgrounds of uniform style, an identification sign, aisle carpeting, program listing, general hall cleaning, and hall guard services. In addition to all other payments provided for this contract, exhibitor agrees to pay for the following services at rates approved by Tarsus Cardio: handling of incoming and outgoing freight; labor and material to assist exhibit erection, dismantling, and maintenance of the exhibit; electrical service, including outlets; cleaning service; telephone service; furniture/accessories. Tarsus Cardio may but shall not be required, however, to supply these services.

17. NON-LIABILITY. It is understood and agreed by each and every exhibitor, its agents, and guests that neither Tarsus Cardio, its employees nor its contractors shall be liable for loss or damage to the goods or property of exhibitor, its agents and guests. At all timessuch goods and properties remain in the sole custody and possession of the exhibitor. On signing the Application-Contract, exhibitor releases Tarsus Cardio, its respective managers, officers, members, sponsors, employees, and agents, and saves them harmless from any claim for breach of contract, property damage or personal injury sustained by exhibitor and its agents, employees or guests. This releases and indemnity shall extend to and expressly include all claims, injury or damage resulting from the sole negligence of one or more of the aforementioned indemnities. IF the above release and indemnity is determined by any court to be unenforceable, Tarsus Cardio shall not be liable for any special or consequential damages. Rather, Tarsus Cardio's sole liability shall be to refund amounts paid by exhibitor to Tarsus Cardio for the booth.

18. INSURANCE. The exhibitor agrees to obtain and maintain, throughout the duration of the conference including setup and tear down, comprehensive general liability insurance coverage naming Tarsus Cardio as an additional insured bearing limits of liability for propert damage and bodily injury of at least $1,000,000.00 per occurrence. Exhibitor must provide Tarsus Cardio with a certificate evidencing such insurance prior to set-up.

19. NON-ENDORSEMENT. Exhibitor will not represent orally or in writing that exhibitor's products are in any way approved by Tarsus Cardio or that it is affiliated in any way with Tarsus Cardio.

20. ENTIRE AGREEMENT. This Agreement together with the documents referenced herein and the Exhibitor Space Application and Contract represents the sole agreement between the parties relating to this subject matter and may only be amended in writing by an agreement signed by Tarsus Cardio or their respective designees, except that neither Tarsus Cardio nor any of their respective designees shall have the right to alter the economic terms of this Agreement with the Exhibitor without the Exhibitor's consent. This provision does not, however, preclude Tarsus Cardio from solely establishing additional rules and regulations. Exhibitor understands that this Agreement may not be amended orally and Tarsus Cardio staff members do not have the power to amend or add to this Agreement in any way.

21. NON-ASSIGNMENT. No exhibitor shall, without the written prior consent of Tarsus Cardio, assign, sublet, or apportion the space assigned to it to any other exhibitor, entities or person(s).

22. REMEDIES; INTERPRETATION. In addition to any remedies which may be available at law or in equity, Tarsus Cardio reserves the right to expel the Exhibitor from the exhibit hall and conference in the event Tarsus Cardio or their duly appointed designee determines that exibitor has breached the terms of this Agreement or if in the discretion of Tarsus Cardio, Exhibitor or any of its agents or designees has acted in a manner not befitting the professionalism of the conference. The decision of Tarsus Cardio only, as consistently applied to all exhibitors in the applicable conference.

23. SEVERABILITY. In the event that any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall continue to apply to the maximum extent allowed by law.

24. HEADINGS. Headings in this Agreement shall be for organizational purposes only and are not intended for use as an aid to interpretation of any provision.

25. FORCE MAJEURE. The Exhibitor shall have no claim against the Organizers for loss, damages or compensation arising from the prevention, postponement or abandonment of the Exhibition for reasons beyond the Organizers' control ("force majeure"). Events of force majeure shall include but shall not be limited to war, terrorist action, national emergency, civil unrest, labour disputes, SAR or Covonavirus (Covid19) or other epidemic, act of government or other government agency, closure or cessation of airline services, or a building becoming unavailable as a result of fire, storm, tempest, lightning or other Act of God. If, in the opinion of the Organizers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another venue, hall or building, or by any other reasonable means, the Exhibition can be carried through, the contracts for space shall remain binding upon the parties, except as to the size and position, as to which any modification, substitution, or rearrangement shall be determined by the Organizers in their sole discretion