ADVOCATE AURORA HEALTH CME

**EXHIBITOR AGREEMENT (LIVE)**

Advocate Aurora Health is committed to presenting continuing medical education (“CME”) activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment, Advocate Aurora Health (“**Advocate Aurora**”) has outlined in this written agreement the terms and conditions between Advocate Aurora Health and/or its Agent(s), and the Company listed below (“**Exhibitor**”).

CME Activity:

Location Date:

Exhibit Fee/exhibit space: $

Advocate Aurora Health and/or its Agent(s):

Contact Name:

Contact Title:

Mailing Address:

City: State: Zip:

Phone: Fax: Email:

Company Name:

Contact Name:

Mailing Address:

City: State: Zip:

Phone: Fax: Email:

**Payment Options**

Total Amount: # of Exhibit Spaces Requested:

☐ Check payable to Advocate Aurora Health Care

☐ Credit card (contact CME Office at cme@aah.org)

**We acknowledge and agree to the terms and conditions set forth in this agreement.**

Signature:

Print Name:

Title: Date:

**Terms and Conditions of Agreement**

Arrangement for commercial exhibit may not influence planning or interfere with the presentation of the CME activity. The arrangement for commercial exhibit must be a separate business transaction and may not be a condition of the provision of commercial support for the CME activity.

Display of products and services does NOT constitute or imply an endorsement by Advocate Aurora Health.

Exhibitor may not claim or suggest that Advocate Aurora Health endorses their product or services without a specific written agreement.

Compliance with these terms and conditions is mandatory for all exhibitors and is the sole responsibility of Exhibitor.

1. **Payment**
	1. Full payment of the exhibitor fee must be submitted to Advocate Aurora Health with the signed Agreement for Exhibits prior to meeting to qualify for exhibit space. Space is not reserved until payment is received.
2. **Cancellations by Exhibitor**
	1. To receive a refund for the exhibit fee, cancellation must be made in writing and sent by mail or e-mail to ***<insert contact person name, address, phone, e-mail>***. An administrative charge of **$<insert amount>** is assessed for any cancellation received by ***<insert timeline,*** *example:5:00 pm, Friday, December 7, 2001****>***. No refunds will be issued for cancellations received after that date.
3. **Cancellations by Advocate Aurora Health**
	1. In the event that Advocate Aurora Health must cancel due to disasters, governmental regulations, other reasons beyond Advocate Aurora Health’s reasonable control or other causes that would prevent its scheduled opening or continuation, then this agreement will be terminated. Advocate Aurora Health will determine an equitable basis for the refund of a portion of the exhibit fee and/or additional representative fees, after consideration of expenditures and commitments made.
4. **Assignment of Space**
	1. Advocate Aurora Health will assign exhibit space to Exhibitor upon receipt of the signed Agreement for Exhibits and full payment.
5. **Use of Space**
	1. All exhibits will be reviewed on-site. Advocate Aurora Health may forbid installation or require removal of an exhibit unrelated to the medical field, unprofessional in nature, or inappropriate in any way as determined by Advocate Aurora Health and/or its agents and its sole discretion.
	2. Advocate Aurora Health may evict Exhibitor for noise, conduct of personnel, methods of operation, or any other reason that detracts from the general educational character of the meeting.
	3. Videos, slide shows, music, or other sound devices should be turned to a conversational level and must not be objectionable to neighboring Exhibitors.
	4. Advocate Aurora Health reserves the right to restrict the use of obtrusive lights or objectionable lighting effects.
	5. In the event of eviction, Advocate Aurora Health will not issue a refund to Exhibitor.
6. **Standard Exhibit Equipment**
	1. Standard exhibit equipment will consist of one six-foot (6’) table, and two chairs; or, equipment available at the conference location. Exhibitor is responsible for company signage.
7. **Exhibit Staffing and Behaviors**
	1. Exhibitor may have two (2) company representatives present at the event. Prior consent of Advocate Aurora Health is required for additional representatives.
	2. Promotional materials may not be displayed or distributed in the educational space immediately before, during, or after the CME activity. Exhibitor may not engage in sales or promotional activities, pass out business cards, or take part in the educational discussion while in the space or place of the CME activity.
	3. Exhibitor must follow FDA regulations concerning the promotion of investigational and/or pre-approved medications and surgical devices.
	4. Direct payment may not be given by Exhibitor to any individual involved in a CME activity. Per American Medical Association Opinion 8.061 – Gifts to Physicians from Industry: Individual gifts of a nominal value given to physicians visiting the exhibit must be related to the physician’s work (e.g. pens or notepads).
	5. Exhibitor agrees to abide by ACCME Standards for Commercial Support as stated at [www.accme.org](http://www.accme.org/): SCS 4.2: “Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME.” “Live, face-to-face CME, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during or after a CME activity.
8. **Exhibitor Appointment Contractors**
	1. Exhibitor may not contract for services with a contractor other than the official exhibit contractor unless Advocate Aurora Health has given prior permission to Exhibitor. Exhibitor must observe all union terms and conditions in force in the exhibit hall. Only one company name may be displayed at the booth.
9. **ADA**
	1. Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to the Americans with Disabilities Act (ADA). Compliance with the ADA is mandatory and is the sole responsibility of Exhibitor so far as the ADA relates to Exhibitor’s space.
10. **Fire Safety and Health**
	1. Exhibitor assumes all responsibility for compliance with local, city, and state ordinances and Terms and Conditions covering fire, safety, and health. Exhibitor must provide the necessary shielding or safety items to protect others from equipment that is operable, or any materials, processes, or operations which might cause bodily harm. All parts of all displays must be made of flameproof materials and must meet the specifications of local fire authorities. All electrical signs and equipment must be wired to meet the specifications of local fire authorities.
11. **Liabilities**
	1. Exhibitor assumes all liability for property damage or personal injury caused by Exhibitor’s negligent use, occupation, or enjoyment of the exhibit site, or the negligent act or omission of any person thereon with the consent of the Exhibitor, during the term of this agreement. Exhibitor shall indemnify and hold harmless Advocate Aurora Health against all liability caused by the negligent act or omission or breach of obligation of Exhibitor, its employees, or agents.
	2. Exhibitor assumes the risk of loss, damage, or destruction of Exhibitor’s materials, tools, and property of any description and that of Exhibitor’s employees or agents during the course of Exhibitor’s occupancy and use of the exhibition premises or any part thereof.
	3. Exhibitor shall indemnify and hold harmless the conference exhibit site, its owners, managers, officers or directors, agents, employees, subsidiaries, and affiliates from any damages or charges resulting from Exhibitor’s negligent use of the property.
12. **Amendments**
	1. These terms and conditions of this agreement have been formulated for the best interest of Exhibitor and Advocate Aurora Health. Advocate Aurora Health may amend this agreement to address any matters not covered by these terms and conditions at any time by reasonable notice. Any such amendments shall be binding upon all parties to this agreement. This signed agreement constitutes a contract between Advocate Aurora Health and Exhibitor. Any point not addressed in these terms and conditions is subject to the sole discretion of Advocate Aurora Health, whose decision shall be final.