TEXAS ORTHOPAEDIC ASSOCIATION
Established 1936

General Terms and Conditions for Exhibitors/Sponsors

1) Application, registration and order confirmation

After Texas Orthopaedic Association ("TOA") has received and approved of an applicant's completed application form, the applicant is registered as an exhibitor/sponsor (collectively "exhibitor") at TOA's event. By completing the application form, the applicant declares himself or herself familiar with the objective of the event, and agrees to exhibit only those products and/or services which come within the scope of the conference. The person signing the application and acceptance of the terms TOA's electronic registration form warrants that he or she is authorized to bind the exhibitor to the Terms and Conditions and to participate as an exhibitor.

It is understood that all agreements are subject to review by the TOA Board of Directors. It is agreed that disapproval of an exhibit by the TOA Board of Directors will result in termination of the agreement without penalty to either party.

2) Stand allocation and excluded products/services

In exchange for payment in full for the exhibit(s) contracted by the exhibitor, TOA will provide the following for each booth: 6'X30" booth and two chairs.

TOA is not responsible for shipping, equipment, or set up of booth. Exhibitors must handle all shipping through the hotel/event venue. Internet and electricity at the booth are to be arranged and paid for by the exhibitor through the hotel/event venue. Exhibitors may provide their own equipment or furnishings as long as they fit within the allotted space. TOA reserves the right to allocate booth space to exhibitors. The wishes of the exhibitor are taken into account as much as possible.

TOA reserves the right to adjust table top or exhibit space assignments.
TOA does not guarantee the number of attendees.

3) Cancellations and event modifications

In the event that an exhibitor cancels sponsorship or exhibit space, 50 percent of the contracted amount will be refunded to the exhibitor if TOA receives written notice of cancellation on or before February 1, 2026. After February 1, 2026, there will be no refund of sponsorship payment. All sponsorship cancellations must be submitted in writing to TOA. No-shows are not eligible for refunds.

TOA reserves the right to resell any booth cancelled by the exhibitor. TOA reserves the right to adjust the layout or limit the space allotted to each exhibitor/sponsor, postpone the exhibition or transfer it to another site if unforeseen circumstances warrant such action. TOA is authorized to cancel the event due to unforeseeable circumstances.
In the event of failure or inability to fulfill this contract, or to furnish the space, due to fire, strikes, authority of the law, Act of God, or any other cause or reason, TOA agrees to

return to the sponsor all deposits or other monies paid, and thereupon this agreement shall be deemed canceled by mutual consent, and TOA shall be relieved from all responsibility.

In the event of cancellation by TOA or the organizers, or the exhibitor, no hotel, airline expenses, or actual or compensatory damages shall be reimbursed by TOA.

4) Stand space and activities
All stands must be set up and ready at least 30 minutes prior to opening of the event. Exhibitors are required to ensure that the space rented to them is kept clean.

Any stand space not occupied will be considered a no-show, and the space will be forfeited by the exhibitor. The forfeited space may be resold or used by TOA without obligation for any refund whatsoever, unless arrangements for delayed occupancy have been made.

The exhibitor shall not be authorized to share, sub-let or assign the stand to any other company or to entrust it to other parties in any other way, unless the exhibitor has received prior written approval from TOA.

Activities at, and operations of, the booth shall be carried out in such a way that no nuisance will be caused to the event or to neighboring booths. In cases to the contrary, TOA shall be authorized to exclude the exhibitor from the event. In the event of exclusion, TOA will not refund any payments.

All exhibition items must be removed from the exhibition area after the closing of the exhibition on the date and time specified by TOA. If the exhibitor fails to remove the items by the specified time and date specified TOA is entitled to, but not required to, remove the items at the exhibitor's own risk and expense.

No sponsorship events outside of approved TOA events are allowed at the facility.

5) CME related requirements
An accredited continuing medical education ("CME") provider, TOA is governed by the Texas Medical Association's Standards for Commercial Support of Continuing Medical Education. TOA reviews its own program and awards CME credits according to TMA's Standards. In accordance with the Standards, TOA has established the following policies for commercial exhibits held in conjunction with its educational activities:

Arrangements for exhibits may neither influence planning nor interfere with the presentation of the educational activity.

Commercial/promotional materials may not be displayed or distributed in the same room immediately before, during, or immediately after the CME activity.

Representatives of commercial supporters and exhibitors may attend the CME activity if they wish, but they may not engage in sales activity in the room where the educational activity is held.

As the accredited CME sponsor of this educational activity, TOA requires all exhibitors to disclose, through signage at exhibit booths, the FDA status of the medical devices or pharmaceuticals displayed.

Exhibits cannot be a condition of provision of commercial support for CME activities.

6) Limitation of liability
Neither TOA nor the facility assume responsibility for damage to, loss, or theft of property of the exhibitors, the exhibitors' agents, employees, or invitees.

The exhibitor is liable for any damage including loss of or damage to goods caused either by himself or by any of his assistants to the exhibition venue. The exhibitor is also liable for any other damage arising from the exhibitor's failure to supervise the space rented by exhibitor.

TOA is not responsible for the exhibited property, including but not limited to theft or damage to exhibited property. TOA is not responsible for the exhibitor's losses or expenses, nor its indirect losses, including but not limited to loss of profits or loss of goodwill.

To the fullest extent legally permissible, exhibitor agrees: (i) it shall be fully responsible for paying for any damage to property owned by the facility, its affiliates, or any of their respective owners or managers that results from any act or omission of exhibitor; (ii) to defend, indemnify and hold harmless, TOA and the facility and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property; and (iii) its liability shall include all losses, costs, damages, or expenses arising from, out of, or because of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees.

7) Insurance
TOA will bear no insurance risk on behalf of the exhibitor. Exhibitor confirms that it maintains at least $1 million in business liability insurance, and that such insurance would cover its operations, actions and losses at the event. Exhibitor represents and warrants that it is adequately insured.

8) Amendment of Terms and Conditions
TOA reserves the right to amend these Terms and Conditions at any time. All amendments shall be binding on the exhibitor with the provision that the exhibitor is advised of any such amendment. Any matters not specifically covered herein are subject to decision by TOA.

9) Intellectual property rights
TOA maintains all intellectual property and marketing rights regarding the exhibition and event, including websites, logos, company names, etc.

10) Severability
If one or more provisions of these Terms and Conditions are found invalid this shall not affect the rest of the provisions' validity.

11) Entire agreement and discrepancies
These Terms and Conditions and any document referred to herein are the entire agreement between the exhibitor and TOA.

The Terms and Conditions prevail in case of any discrepancies between these and other agreements between the Parties.

12) Governing law and jurisdiction
The Terms and Conditions are subject to Texas law. Any dispute arising in connection with the Terms and Conditions, or the application's acceptance or rejection shall be governed by the laws of Texas, and the parties agree that the jurisdiction and venue for any disputes regarding the event, the Terms and Conditions, or the acceptance or rejection of the application shall be the courts in Travis County, Texas.

13) Acceptance
Acceptance of these terms in TOA's electronic registration form acknowledges exhibitors receipt of and agreement to abide by the Exhibit Rules & Regulations