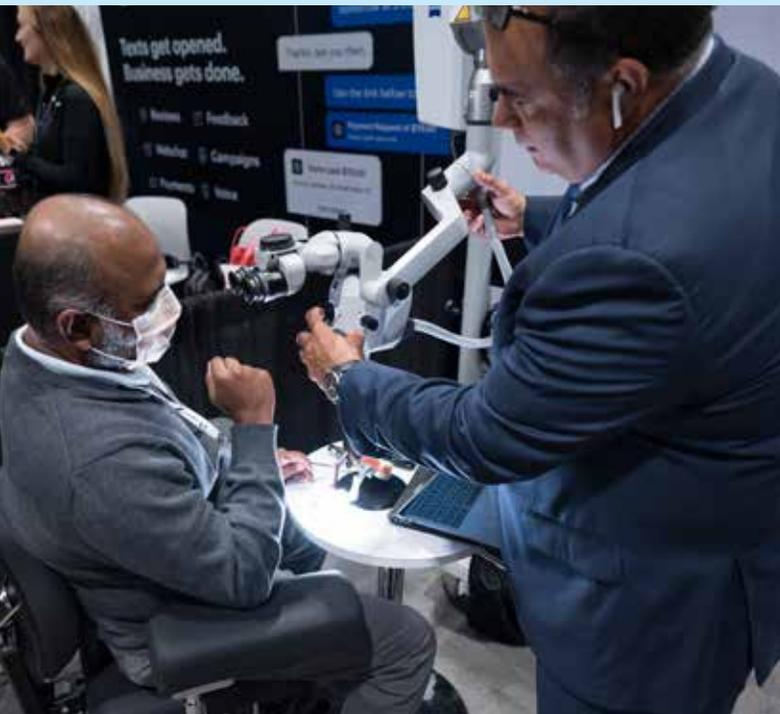


# CONTRACT TERMS & CONDITIONS

The following terms and conditions apply to all Exhibit Hall space applications and the contracts resulting from application approval. Please review all of the information in this document and keep it in your files as a reference as you prepare to participate in FDC's annual exhibition.



All persons and/or companies applying for exhibit space must complete and submit an Application/Contract for Exhibit Space. All first time exhibitors are required to include with their application three dental practices' references that are currently using their product/service, two prior dental conferences at which the applicant has exhibited, and information pertaining to all products and/or services that the applicant plans to showcase or otherwise promote or refer to from the applicant's proposed booth. References should include company, contact name, address, phone and email. References will be checked as part of the application process. Applicants who have exhibited previously and are adding new products and services must include promotional literature/booth copy for all material to be displayed. Applicants are advised that final confirmation of exhibit space assignment may be delayed because of the volume of applications at the time of submission. Cashing of the applicants check shall not be construed as final confirmation of acceptance of the applicant's proposed plans to exhibit. Until the applicant receives final written acceptance or denial of exhibit space (denoting, when approved, assigned exhibit space[s]), any funds expended by an applicant for the development or construction of an exhibit booth are at the applicant's sole expense and risk. Each applicant agrees that the Florida Dental Association (FDA) and the Florida Dental Convention (FDC) operated by the FDA shall not be responsible

for any damages, losses, costs, expenses or liability of any kind realized or incurred by the applicant before receipt of the final notice of acceptance or denial of FDC exhibit space.

## CANCELLATION/REDUCTION OF BOOTH SPACE

All cancellations and/or reductions of booth space must be made in writing. Cancellations/reduction of booth space may be made with a \$1,000 fee per 10' X 10' booth or \$500 fee per 10' X 5' booth imposed prior to January 24, 2022. Cancellations/reductions received after January 24, 2022 will result in 100% of the total booth fee due immediately or retained by FDC. Exhibitors will not be able to purchase booths in the future until the cancellation fee is paid in full.

## RELOCATION OF EXHIBIT

FDC reserves the right to alter the official floor plan and to reassign or rearrange all or any part of the space for the purpose of consolidation, cancellations, expansions, reductions, withdrawals or for any other reason. The judgment of FDC in this matter is final. The total square footage occupied by the exhibitor pursuant to this agreement shall not be reduced/increased substantially without the consent of the exhibitor. If such space is substantially reduced/increased, the fee payable will be adjusted accordingly.

## EXHIBITOR REGISTRATION/CREDENTIALS

Each person entering the exhibit area will be required to register and wear an FDC Exhibit Hall badge at all times. All members of an exhibit staff must be full-time employees of the exhibitor or must be employed for the duration of FDC exhibition. A dentist who is a guest speaker at FDC, consultant to an exhibiting company, or other non-employee of the exhibitor, may not be registered as an exhibitor unless he or she is a sole proprietor, an officer of the company or a full-time (non-practicing) employee of the exhibiting company. False certification of individuals as exhibitor representatives, misuse of exhibitor badges or any other method or device used to assist unauthorized persons in gaining admission to the exhibit floor is prohibited. Any exhibitor or representative or agent of an exhibitor who undertakes or encourages such conduct shall, in the sole discretion of FDC, be subject to a fine in the amount of the applicable booth fee and/or expulsion of the exhibitor from the exhibition hall and barring said individual/company from further entrance to any function or event of FDC, including the FDC exhibition floor, without obligation on the part of FDC to refund any fees previously paid by the offending party.

## NON-REGISTERED EXHIBITORS

Solicitation at any function or event at FDC, including but not limited to FDC Exhibition Hall area, by non-registered persons or companies is strictly prohibited. No person or company assigned exhibit space is authorized to solicit business in any form or to promote its products or services beyond receiving a qualified sponsorship acknowledgement, if applicable, at any function or event at FDC, including but not limited to educational seminars, which may occur during FDC outside of the exhibitor's assigned exhibit space in the Exhibit Hall and as such practices are otherwise governed herein. Firms and representatives not assigned exhibit space are prohibited from soliciting business in any form in the Exhibit Hall or at any function or event under the auspices of FDC. Violators will be required to leave the Exhibit Hall or applicable meeting room.

## SUBLETTING

Subletting space is prohibited. An exhibitor may not assign, sublet or apportion the whole or any part of the space allotted. An exhibitor may not exhibit therein any goods other than those manufactured or distributed by the exhibitor in the regular course of the exhibitor's business. An exhibitor may not permit any representative of any firm not contracted with FDC to solicit business or take orders in the exhibitor's space. All business activities of the exhibitor must be confined to the booth space. Exhibitors who violate this rule will suffer sanctions affecting their ability to exhibit at future FDC meetings. **Conducting business activities in aisles, lobbies or other areas is strictly prohibited.**

## CANCELLATION OF EXHIBITION

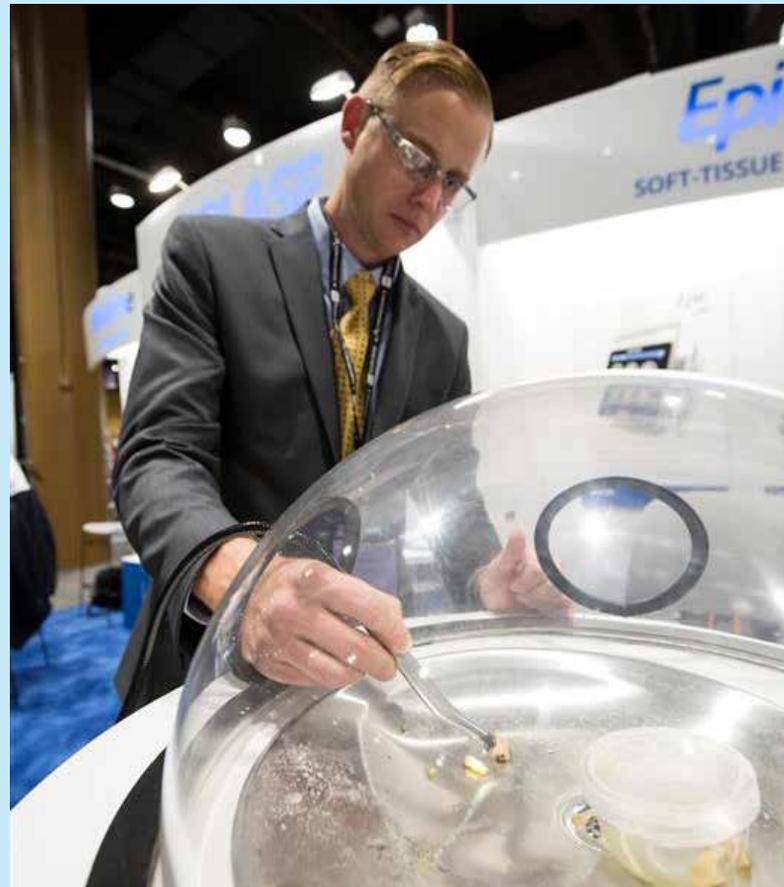
In the event that FDC exhibition must be cancelled, postponed, or relocated on account of fire, strike, government regulations, casualties, acts of God, pandemic or other causes beyond the control of the FDA, the exhibitor waives any and all claims for damages, losses, expenses and costs of any kind and agrees that the sole liability of the FDA will be to return to each exhibitor the exhibitor's rental payment.

## FAILURE TO OCCUPY SPACE

Any exhibit space at Gaylord Palms Resort & Convention Center that is not occupied by 10 AM on Thursday, June 23, 2022 will be forfeited by the exhibitor unless arrangements for delayed occupancy have been made in writing with the FDC Exhibits Coordinator.

## EXHIBITOR-APPOINTED CONTRACTORS

If an exhibitor plans to use a contractor other than FREEMAN for installation and dismantling of their exhibit, an Exhibitor Appointed Contractor form must be submitted to FDC on or before



May 10, 2022. The request and notification of use of an exhibitor appointed contractor must come from the exhibiting company, not the independent contractor. Requests from the independent contractor will not be acknowledged. Exhibitor appointed contractors may not contact FDC for service kits, booth numbers, floor plan or other information related to the exhibitor's booth. To download the form, visit [floridadental.org/EACform](http://floridadental.org/EACform).

## EARLY REMOVAL OF EXHIBITS

All packed up? Not so fast! No exhibit shall be packed, removed or dismantled prior to the closing of the exposition hall (2 PM on Saturday, June 25) without permission from the FDC Exhibits Coordinator. The sole determination of what constitutes packed, removed or dismantled will be made by show management. If the exhibitor acts in breach of this provision, it is subject to pay as compensation for the distraction to the exhibition's appearance, an amount equal to one-third of the total space charge for the exhibitor's allocated area, in addition to all sums otherwise due under this contract. Additionally, breach of this provision could result in the partial or total loss of the exhibitor's priority points for future shows. Forfeited priority points cannot be restored.

## LIABILITY AND SECURITY

The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising from personal injury, injury or damage to exhibitor's displays, equipment and other property brought upon the hotel premises. The exhibitor shall indemnify and hold harmless the FDA, exhibit service contractor, the hotel, its agents and employees from any and all losses, damages and claims. The FDA will not insure or indemnify exhibitors against theft or loss of any kind. This is an open-booth show and it is the responsibility of each exhibitor to safeguard its exhibits and merchandise. We recommend that exhibitors or their representative remain with the merchandise and products to prevent theft, pilferage or disappearance. It is the exhibitor's responsibility to secure their exhibit and other property when security guards are not provided. The FDA will provide perimeter guard service at all times that the Exhibit Hall is closed to attendees. Perimeter service is not designed to safeguard against theft among exhibitors or by attendees when the floor is open to anyone except security personnel. To assure maximum security protection for the open exhibits and merchandise, all exhibit personnel must leave the exhibition hall within one hour after the show closes each day unless prior approval is given by FDC show management.

Upon acceptance of the Application/Contract for Exhibit Space, the exhibitor must provide the FDA with an original certificate of liability insurance showing the policy(ices) in effect through June 26, 2022, issued by an insurance carrier authorized to do business

in the state of Florida. **The certificate must name the Florida Dental Association, Gaylord Palms Resort & Convention Center, and FREEMAN; and all directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above, listed as additional insureds under exhibitor's liability policy.**

If the exhibitor does not have insurance, a short-term policy may be purchased from Rainprotection to cover the days of the convention. Please email [drhodes@floridadental.org](mailto:drhodes@floridadental.org) for more information.

**The above-mentioned insurance is mandatory for all exhibitors and no sort of waiver will be accepted in its place.** Failure to provide FDC with this proof of insurance by May 6, 2022, will result in the exhibitor not being allowed on the exhibit floor; the exhibitor not being allowed to pick up badges on-site; the exhibitor's freight not being delivered to their booth; cancellation of the exhibitor's reserved booth space; and all paid fees retained or, any other sanction FDC deems necessary in its sole discretion.

If the exhibitor uses the service of an outside exhibit service contractor, the exhibitor shall forward an original, signed Certificate of Insurance to be received by FDC on or before May 6, 2022.

The FDA cannot take responsibility for loss or damage to the exhibitor's property, incoming or outgoing shipments, or moving costs, all of which shall be at the exhibitor's own risk. If exhibit material fails to arrive, or arrives damaged, the exhibitor remains responsible for booth rental and no refund will be made. The exhibitor is expected to carry insurance against such risks.

## DEPARTMENT OF REVENUE REGISTRATION

Exhibitors who sell non-exempt tangible personal property must register with the Florida Department of Revenue. It is each exhibitor's responsibility to determine if he or she must register with the department. The taxpayer assistance section of the department should be called at 800.352.3671. Applications for registration are available, without cost, by writing to the Florida Department of Revenue, Supply Section, 5050 W. Tennessee St., Tallahassee, FL 32399.

## EXHIBITOR REPRESENTATIONS

The exhibitor represents and warrants that it is authorized to conduct business in the state of Florida, and, if required, has duly registered in accordance with Florida law with the Florida Department of Revenue if it sells non-exempt tangible personal property. The exhibitor further represents and warrants that all products or services to be exhibited have not been deemed unsafe or ineffective by the American Dental Association or the Food and Drug Administration, and that the products or services are safe and effective.

FDC2022 **TIP #29**



**A CERTIFICATE OF  
INSURANCE MUST  
BE SUBMITTED  
NO LATER THAN  
MAY 6.**

## SAMPLES AND CONTESTS

Samples of approved products, catalogs, pamphlets, publications and souvenirs may be distributed in your assigned booth, provided in the sole judgment of show management, it is done in a dignified manner, does not create a nuisance and does not interfere with adjoining exhibits. These items may not be distributed in common areas outside of the Exhibit Hall or in the lunch area of the Exhibit Hall.

No exhibitor shall sponsor any type of contest or drawing for prizes in connection with FDC without prior written approval from show management.

Exhibitors wishing to sponsor any type of contest or drawing for prizes must obtain written permission from FDC to do so no later May 23, 2022. The following rules must be adhered to:

- Exhibitor must comply with all local, state and federal laws that apply to such contests or drawings.
- Contest or drawing rules must be posted at exhibit booth.
- Exhibitor must agree to indemnify FDA in case of any claims arising from the conduct of the contest.
- FDC must be notified in writing of the name(s) of the winner(s) when the prize(s) has been awarded.

## EXHIBITOR-SPONSORED EVENTS AND PROGRAMS

As a condition of FDC accepting the exhibitor's application for space, the exhibitor agrees to refrain from holding any program or event during scientific program and exhibit hours (8 AM-6 PM), or at any other time without written authorization by show management. Exhibitors may not promote or offer continuing education credits for any demonstration or lecture given in the exhibitor's booth and/or in meeting rooms. FDC offers a comprehensive scientific program on a full array of dental topics during the scientific sessions. It is the program that attracts most members to the meeting. Therefore, FDC prohibits educational forums that detract from the activities at the convention center during the days of the exhibition.

Exhibitors are advised that hospitality suites may not operate during scientific program and exhibit hours (8 AM-6 PM). Any violation of this stipulation will cause sanctions to be applied to the exhibitor. Exhibitors renting space at FDC agree not to sponsor or conduct a seminar/lecture at any of the hotels in FDC room block. Violation of this policy will result in the loss of points and/or future exhibit privileges. Please review program and exhibit days and hours before completing your application.



## FOOD AND BEVERAGE

Exhibitors are not allowed to dispense food or beverage from their booth space unless that food or beverage is the exhibitor's product or is purchased through Gaylord Palms for the purpose of providing hospitality to attendees. The exhibitor must also comply with all Gaylord Palms Resort & Convention Center regulations regarding food and beverage dispensing.

## MOTOR VEHICLE DISPLAYS

Exhibitors wishing to display motorized vehicles must submit a request to FDC along with the booth space application listing the number of vehicles. All motorized vehicles must comply with the Gaylord Palms Resort & Convention Center basic fire code regulations. Vehicles cannot have more than one-quarter tank of fuel, the fuel tanks must be taped shut, the battery must be disconnected and taped, and alarm systems deactivated after the vehicle is in place. Display vehicles are permitted to occupy no more than 80% of the contracted exhibit space and must conform to the line-of-sight rules.



## LASER EXHIBITING

In keeping with safety precautions for lasers, FDC has adopted the following policy for those exhibitors displaying lasers in the exhibit area:

- lasers must be operated only within a suitable enclosed space with eye protection for those viewing and operating the laser.
- all demonstrations of CO2 lasers must be conducted in clear plastic boxes with top and sides enclosed.
- appropriate plastic colored cubicles also must be available for other types of lasers being demonstrated.
- no laser equipment may be left unattended in operable condition.

Laser exhibiting companies are required to submit a description of each piece of laser equipment and its safety features to FDC by May 16, 2022. Failure to submit this description may result in the denial of the lasers to be shown/demonstrated or the denial of exhibit space.

## REMOTE-CONTROLLED DEVICES

Products such as remote-controlled cars, drones, planes, helicopters, robots, etc. are to be demonstrated in a safely controlled area of the exhibit floor (i.e. Demonstration Area).

When a remote-controlled device is to be used for the purpose of demonstrating a product that requires use of an area outside of the exhibitor-assigned booth space, the exhibitor must purchase a Demonstration Area for this purpose.

**NOTE FOR DRONE OPERATION:** Local facility and city ordinances are in effect in most areas and prohibit drone activity near the public or in public spaces. The accepted drone default regulation is the FAA Small UAS Rule Part 107, which requires drone operators to obtain a Remote Pilot Certificate. Commercial regulations often require permits and insurance.

## LIVE DEMONSTRATIONS

Exhibitors are prohibited from conducting demonstrations in their booth involving clinical procedures on patients or live models.

## BUSINESS ACTIVITIES OUTSIDE OF BOOTH SPACE

All business activities of the exhibitor must be confined to the booth space rented. Except as provided herein, no business activities are to be undertaken in any aisles, lobbies or other areas of the convention center. Exhibitors who violate this regulation will suffer sanctions.

## EXHIBITOR STAFF MEETINGS

Exhibitors will be allowed into the Exhibit Hall one hour before the floor opens and one hour after the floor closes. Please do not schedule any meetings with non-exhibiting personnel and/or dental professionals at your booth when the Exhibit Hall is not open. Admittance into the hall for any non-registered party whose presence is perceived by show management to promote products or services or to otherwise conduct any form of business on an unauthorized basis will be denied.

## MEETING SPACE REQUESTS

Requests for space in the hotel for meeting of company personnel must be made in writing to FDC Exhibits Coordinator. It is a violation of FDC regulations to reserve space directly with the Gaylord Palms Resort & Convention Center. Meetings must be solely for exhibitor personnel and may not include any other meeting registrants. Space/meeting rooms for exhibitor functions is limited and is provided first to sponsors. If additional space is available, it may be assigned to exhibitors who are not sponsors. Sponsors/exhibitors interested in holding a meeting/function during FDC must complete an application and abide by FDC guidelines. Please contact [drhodes@floridadental.org](mailto:drhodes@floridadental.org) for additional information or access the application for meeting space at [floridadental.org/meetingspace](http://floridadental.org/meetingspace).

## SOUND/MUSIC

Loudspeaker displays or other devices that, in the sole judgment of FDC show management, may be generally disruptive are not permitted. If objections arise, the offending exhibitor may be reassigned to another booth or be required to discontinue the activity altogether. Except as part of the exhibiting company's product line, live or recorded music may not be played in an exhibit booth without a music license (ASCAP, BMI, SESAC), and prior approval by FDC show management. Speakers and other sound devices should be positioned to direct sound inward (to be contained within the booth) rather than outward (toward aisles and other exhibitor booths).

## OTHER REQUIREMENTS

Exhibitors are not allowed to photograph or videotape any booth other than that of the company they represent. Photographing booths will be limited to before or after exhibition hours except by show management. Prior approval and security escorts for such activities must be arranged through FDC show management.

All exhibit and booth materials, particularly drapes, curtains, table covers, etc., must be flameproof and comply with federal, state and municipal fire laws, insurance underwriter and hotel safety regulations. Materials meeting these requirements are available to exhibitors through the exhibit service contractor. All packing containers, excelsior and similar materials must be removed from the exhibition area upon completion of the booth installation. FDC show management will review exhibit setup to assure compliance with exhibit rules before the Exhibit Hall opens. If there are problems with an exhibit, the exhibitor will be notified and required to make appropriate corrections. **As a safety precaution, no children younger than 18 will be allowed in the FDC Exhibit Hall during installation and dismantling.** Strollers are not allowed in the Exhibit Hall at any time unless it is medically necessary. Security personnel will enforce this policy.

## AMENDMENT TO RULES

Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject to the sole discretion of FDC. The foregoing regulations have been formulated in the best interest of all exhibitors. Every exhibitor's cooperation is required.

## INFRACTION OF MEETING RULES

The rights and privileges of an exhibitor shall not be infringed upon by any other exhibitor. Any complaints regarding infractions of the rules or disputes between exhibitors should be made to FDC, and its decision will be final. Unethical conduct, unprofessional behavior, sexual harassment, or infraction of the rules on the part of any exhibitor or its representatives as determined by FDC, will subject the offending exhibitor, their representatives, or both to dismissal from the Exhibit Hall, forfeiture of booth space and booth fee, and/or reduction in seniority status in booth assignments. The exhibitor may, at FDC's sole discretion, also be altogether barred from participation in future meetings. In this event, it is agreed that no refund shall be made by FDC and that no demand for redress will be made by the exhibitor or his representatives.

## VIOLATIONS

FDC reserves the right to restrict or terminate an exhibit without notice if an exhibitor acts unethically, illegally or otherwise violates the rules and regulations, as determined by FDC. In such event, FDC will not be liable for any refunds, rentals or any other expense incurred by the exhibitor or its representatives.

## SANCTIONS

The rules and regulations presented in this document are intended to bring order and fairness to the technical exhibition. Without enforceability, however, these could be of little value. In addition to being subject to restriction or termination of an exhibit as specifically stated above, FDC exhibitors who violate any of the stipulations or regulations presented in this document will be subject to the following sanctions.

- 1st violation: loss of current year priority points
- 2nd violation: loss of half of accrued priority points
- 3rd violation: loss of all accrued priority points
- 4th violation: loss of all accrued priority points, closure of the exhibit for the remainder of the current exhibition and ineligibility to exhibit at the next year's exhibition.