



**2024 Texas CME Professional Development Conference**  
**Exhibit Space Application and Contract**  
**June 26-28, 2024**  
Sheraton Austin Georgetown Hotel & Conference Center 1101  
Woodlawn Avenue  
Georgetown, TX 78628

**Organization/Company Information:**

**Phone:**

**Address:**

**Email address:**

**List general product/service your exhibit promotes:**

**In exchange for the exhibit fee of \$400, exhibiting organization will receive:**

- Listing as “exhibitor” in the conference bumper slides and on the conference website
- Complimentary access for one exhibitor representative to the following events: breakfast, lunch, and reception on Thursday, and breakfast on Friday.
- Exhibit space for all day Thursday and half-day on Friday

**Policies:**

1. Exhibit space will be limited to table-top displays or equivalent floor space. Displays should be planned with this in mind.
2. Exhibitors will be limited to those whose products or services are related to development and implementation of continuing education activities. The Texas Medical Association (TMA) reserves the right to screen applicants for compliance with this policy.
3. Telephone service, decorating services, and security guard services are NOT provided by TMA.
4. In the event of failure or inability of TMA to provide the space designated, TMA agrees to refund the full exhibit fee.
5. In exchange for payment in full for the booth(s) contracted by the exhibitor, TMA will provide the following physical equipment for each exhibit space: one draped exhibit table, two chairs, waste basket. Access to a standard electrical outlet with power strip is available upon request. Space assignments will be made by TMA. Exhibitors may provide their own equipment or furnishings, provided that these items do not exceed the allocated floor space. TMA reserves the right to review equipment and furnishing provided by exhibitors and adjust table assignments.
6. Total of booth fee is due May 31, 2024, for applications received prior to that date. Applications received after May 31, 2024, must be accompanied by payment in full. Complete and full payments for all booths are due May 31, 2024. In the event an exhibitor cancels participation in the event prior to June 1, 2024, a \$200 cancellation fee will apply. If cancellation occurs on or after June 1, 2024, there will be no refund of exhibit rental payment(s) or deposit. All cancellations must be submitted in writing to TMA. No-shows are not eligible for refunds. TMA does not guarantee the number of attendees.



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7. All exhibits must be completely set up by 7:30 a.m. on Thursday, June 26, 2024. Tear-down begins at noon on Friday, June 28, 2024. Your Exhibitor's table must remain fully staffed, and no displays are to be dismantled prior to noon on Friday unless the conference ends early.
8. EXHIBITOR SHALL RELEASE, HOLD HARMLESS, DEFEND, AND INDEMNIFY TMA AND THE TEXAS ALLIANCE FOR CONTINUING MEDICAL EDUCATION (TACME), AND TMA'S AND TACME'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AFFILIATES, LICENSEES, ASSIGNS, AND AGENTS FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, LAWSUITS, DAMAGES, PENALTIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, AND ASSESSMENTS, INCLUDING LEGAL FEES AND COSTS, THAT RESULT FROM AN ALLEGATION OF NEGLIGENCE ON THE PART OF THE EXHIBITOR OR TMA OR TACME OR THIRD PARTIES IN THE USE OF THE EXHIBIT SPACE OR ACTIVITIES IN CONNECTION WITH THE USE OF THE EXHIBIT SPACE.
9. EXHIBITOR AGREES TO BE RESPONSIBLE FOR ITS OWN PROPERTY AND SHALL HOLD TMA AND TACME HARMLESS FOR ANY DAMAGES, THEFT, OR PERSONAL INJURY OCCURRING DURING THE MEETING. NEITHER TMA NOR TACME ASSUME RESPONSIBILITY FOR DAMAGE TO, LOSS OF, OR THEFT OF PROPERTY OF THE EXHIBITOR, OR THE EXHIBITOR'S AGENTS, EMPLOYEES, OR INVITEES.
10. TMA and Exhibitor agree that if due to a Force Majeure event—including illness or disease, acts of government, acts of God, riots, acts of terrorism, pandemics, natural disasters, or other unforeseen emergency or event—Exhibitor is unable to participate in the event or TMA cancels the event, neither Exhibitor nor TMA will have any liability for expenses or losses incurred, and each party will be released from its obligations under the contract. The affected party shall use all diligent efforts to inform the other party of the Force Majeure event affecting its performance.
11. All claims or suits arising out of the application's acceptance or rejection shall be governed by the laws of the State of Texas, and any obligations arising out of the application's acceptance or rejection shall be considered as occurring in Travis County, Texas. Any controversy or claim between the parties arising out of or relating to the contract shall be brought in Travis County, Austin, Texas.
12. Exhibitor acknowledges receipt of and agrees to abide by the Regulations Governing Exhibits, as published by the association on the TMA website ([https://www.texmed.org/uploadedFiles/Current/2016\\_About\\_TMA/Contact\\_Us/Advertising\\_and\\_Exhibits/Rules%20and%20Regulations%20Governing%20Exhibits2020.pdf](https://www.texmed.org/uploadedFiles/Current/2016_About_TMA/Contact_Us/Advertising_and_Exhibits/Rules%20and%20Regulations%20Governing%20Exhibits2020.pdf)), which regulations are considered to be part of the contract between exhibitor and TMA if this application is accepted by TMA. Acceptance of this application as a contract between the exhibitor and TMA will occur when signed by a TMA representative. It is understood that all exhibit contracts are subject to review by the Board of Trustees of TMA. It is agreed that disapproval of an exhibit by the Board of Trustees of TMA will result in termination of the contract without penalty to either party.



**2022 Texas CME Professional Development Conference**  
**Exhibit Space Application and Contract**  
**June 15-17, 2022**  
**Embassy Suites San Antonio Landmark**  
**5615 Landmark Parkway**  
**San Antonio, TX 78249**

13. Exhibitor represents and warrants that its exhibit does not infringe on the rights of any other person or entity, including any copyright or other intellectual property rights.
14. Exhibits are subject to approval of the hotel. It is agreed that disapproval of an exhibit by the hotel will result in termination of the contract without penalty to either party. The hotel may require exhibitor to sign a hold harmless, indemnification, and insurance agreement with the hotel. The hotel may require exhibitor to provide proof of insurance in amounts acceptable to the hotel before being allowed to participate on hotel's premises. It is agreed that exhibitor's failure to fulfill these requirements will result in termination of the contract without penalty to either party.
15. Exhibitor is an independent contractor and is not an employee of TMA. Nothing in the contract is intended to create or demonstrate an employment relationship between Exhibitor and TMA. Exhibitor and TMA are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this contract.
16. Exhibitor acknowledges that the services to be rendered under the terms of the contract are of a special and unique character and may not be assigned.
17. This contract constitutes the entire agreement between Exhibitor and TMA and supersedes any prior understanding or representation of any kind preceding the date of the contract. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this contract. This contract may not be amended except by a writing signed by the parties.
18. If any part or parts of the contract shall be held unenforceable for any reason, the remainder of the contract shall continue in full force and effect. Any rights or obligations of the parties in the contract which, by their nature, should survive termination or expiration of the contract will survive any such termination or expiration.

**Names of representatives who will attend:**

**Signature of Authorized Personnel indicating agreement with above policies:**

**Texas Medical Association Representative Signature:**

**TMA Tax ID#:** 74-1078510

**Make Checks Payable to:** Texas Medical Association or call for credit card payment: (800) 880-1300, ext. 1447

**Return Form and Check to:** Paige Green, CME, TMA, 401 West 15th Street, #100, Austin, TX 78701

**Questions:** Please contact Paige Green at [paige.green@texmed.org](mailto:paige.green@texmed.org) or (512) 370-1447 for questions related to exhibiting at the conference.