

RULES & POLICIES

EXHIBITOR POLICIES & REGULATIONS

AMENDMENT TO RULES AND REGULATIONS

Florida Health Care Association (Show Management) shall have sole authority to promulgate, interpret, and enforce all rules and regulations, and make any amendments to the regulations as shall be necessary for the orderly conduct of the Trade Show. All matters and questions not covered by these regulations are subject to the decision of Show Management.



CONTRACT OF SPACE

The application for exhibit space, the formal notice of space assignment by Show Management, and these Rules and Regulations constitute a contract for the right to exhibit at the FHCA 2021 Annual Conference & Trade Show. Exhibitor also agrees to comply with any rules and regulations of the Rosen Shingle Creek.



UNOCCUPIED SPACE

Should any rented space remain unoccupied after the 3:00 p.m. inspection deadline prior to Show's opening on Monday, July 26, Show Management reserves the right to sell or occupy said space.



EXHIBIT ACCESS

Show Management reserves the right to limit access to the exhibit floor to anyone during times when the show is not officially open.



BOOTH ASSIGNMENT

Space will be assigned on a first-come, first-paid basis. In years past, Booth Pre-Sell is conducted at the previous year's Annual Conference for that year's current exhibitors and sponsors. However, since the 2020 Annual Conference & Trade Show was turned into a virtual conference, exhibitors were given the opportunity to defer their booth registration to the 2021 Annual Conference & Trade Show. Booth reservation windows will open in the following order: all 2020 Annual Conference sponsors and deferred sponsors, all 2020 virtual exhibitors and deferred exhibitors, Associate Member Support Committee members, all FHCA members and then posted publicly.

Be sure to indicate on the Exhibit Contract if there are any companies that you would prefer to be located near to or away from. Every effort will be made to accommodate your preference; however, Show Management reserves the right to make booth assignments at its discretion. Please list alternate choices in case your first choice is unavailable. You will receive confirmation of your booth space and information. Be sure to send your contract and payment in early to secure a preferred location! All product & service demonstrations must be done inside of the booth. Demonstrations will not be permitted outside of the trade show floor during trade show hours.



SUBLETTING OF SPACE

Individuals and companies offering goods or services that have chosen <u>NOT</u> to purchase a booth are prohibited from soliciting business in any manner in the exhibit area. The booth purchased by the exhibitor is for the exclusive use of the legal entity signing this contract. No other legal entity or division of, subsidiary of, or related party to the exhibitor may utilize any portion of the exhibitor's assigned booth. Exhibitor may not assign, sublet, share, or apportion the whole or any part of the space allocated to it with any other entity. Only products or services sold or distributed by the exhibitor in the ordinary course of its business shall be advertised or exhibited in exhibitor's booth. Exhibitor's agents shall also reflect appropriate business dress and decorum while maintaining their booth during show hours.



SOUND

Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued or modified. Any activity which projects sound beyond the confines of the exhibit booth is prohibited.



SIGNS & POSTERS

The exhibitor shall not post or exhibit signs, advertisements, posters, or cards of any description inside, in front of, or on any part of the Rosen Shingle Creek without written consent. In addition, the use of propane or bottled gas or any hazardous material within the building is prohibited. Helium balloons are **strictly** prohibited at the Rosen Shingle Creek. Should an exhibitor bring a helium balloon onto the Trade Show floor and the balloon gets loose, the Exhibit is subject to the hotel penalties and fees.

PAYMENT, REFUND & CANCELLATION POLICIES

The total amount for exhibit space is due upon the reserving of space and signing of the contract. If an exhibitor finds it impossible to attend, and a letter (email is acceptable) is sent to the Show Management main contact (Jenny Early at jearly@fhca.org) to that effect by 5 p.m. June 4, 2021, the exhibitor will be charged an administrative fee of \$200 per booth and the balance of the booth price will be refunded. No refunds for any portion of the booth fee will be made after June 4; exhibitors who purchase booths after June 4 are not entitled to any refund. *Please note, membership dues are nonrefundable.

All sponsorship fees can be refunded until June 4, 2021, without penalty unless any expenses have been incurred up to the effective date of the postponement or cancellation. The expenses will then be withheld from the refund including, without limitation, any marketing collateral that has been purchased as part of the sponsorship agreement. After June 4, 2021, all sponsorships are nonrefundable.

In the event that a situation should arise where Show Management does postpone or cancel the Conference for any reason, the following cancellation policy will take effect:

- If the Conference is moved from the original date to a new date within the same calendar year and the exhibitor cannot attend the new dates; a full refund (not including dues) will be granted or the exhibitor will have the opportunity to apply their funds to the following year's show dates.
- If the Conference is cancelled completely and will not take place within the same calendar year, a full refund (not including dues) will be granted or the exhibitor will have the opportunity to apply their funds to the following year's show dates.



DIRECT SALES

Due to security and sales tax implications, no firm or organization sponsoring the FHCA Annual Conference or serving as an exhibitor is permitted to engage in direct sales (cash, check, or credit card) activity within the exhibit area or contracted conference space. Payment information for future orders is not permitted to be collected as well within the exhibit area or contracted conference space. Any exhibitor found violating this policy will be escorted off the Trade Show floor immediately.



FOOD SERVICE

In an effort to provide the safest environment, samples of food, beverage, or any product may not be distributed by any exhibitor without prior written approval of Show Management. This includes large bowls of candy. The exhibitor must notify Show Management of any dispensing of food and beverage (3 oz. or less) from their booth thirty (30) days prior to arrival. The hotel ultimately has the final say when samples are concerned. Anything over 3 oz. is not permitted or is subject to hotel corkage and service fees and applicable taxes. All alcohol must be provided by the hotel in ordinance of the Orange County liquor laws and hotel policy. Bartenders and cashiers will be scheduled accordingly, and charges will be applied based on the need. Please contact show management to be put in contact with a hotel sales representative to arrange for alcohol service from your booth.



NAME BADGES

Exhibiting companies must request and obtain name badges for distribution only to the exhibiting company's employees who will staff their booth during show hours. Name badges will include the name of the employee along with the name of the Company. Information will be sent out several weeks prior to the show on making these requests online. Due to CDC guidelines and our commitment to provide a safe event environment for our attendees and exhibitors, companies can request up to 4 badges per booth. An online order form will be available at a later date.

Please note, only current employees of the exhibiting company may acquire a badge! All employees of an exhibiting company must be prepared during show hours to show proof of employment with a business card. The failure of an employee to demonstrate proof of employment with a business card will result in confiscation of the unauthorized name badge and immediate escorting of the nonemployee individual off of the trade show floor. In addition, should it be discovered that a nonemployee of an exhibiting company is wearing a name badge or that the exhibiting company obtained a name badge for a nonemployee or participated in a scheme to obtain a name badge for a nonemployee, the exhibiting company will be prohibited from exhibiting at the following year's FHCA Annual Conference Trade Show.

QUICK FACTS

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NAME BADGES PER BOOTH REGISTER
NAME
BADGES
ONLINE
(LINK OPENS 6
WEEKS PRIOR)

ONLY
CURRENT
EMPLOYEES
OF
EXHIBITING
COMPANY

BADGES WILL BE PICKED UP ON SITE AT EXHIBITOR REGISTRATION



T.E.N.S. UNITS

All Exhibitors must follow the guidelines established by the Agency for Health Care Administration (AHCA) as stated below:

Anyone selling T.E.N.S. units to consumers are required to have a Home Medical Equipment License (HME) by AHCA.

Florida Statute 400.93 Licensure required; exemptions; unlawful acts; penalties.—

- (1) Any person or entity that holds itself out to the public as providing home medical equipment and services or accepts physician orders for home medical equipment and services is subject to licensure under this part.
- (2) Any person or entity that holds itself out to the public as providing home medical equipment that typically requires home medical services is subject to licensure under this part.



SECURITY

Show Management will provide basic security services from 6 p.m. on Sunday, July 25 to 6:30 p.m. on Tuesday, July 27. The exhibitor agrees to hold Show Management and the Rosen Shingle Creek harmless and to indemnify Show Management and the Rosen Shingle Creek against claims or liability arising out of the actions, fault, or negligence of the exhibitor, its agents, or employees, prior to, during, and after the Trade Show. Show Management and the Rosen Shingle Creek shall not be responsible for any loss, damage, or injury that may occur to the exhibitor or the exhibitor's agents, patrons, guests, employees, or property from any cause whatsoever (unless occasioned by the sole willful or gross negligence of Show Management or the Rosen Shingle Creek prior to, during, or subsequent to the Trade Show). The exhibitor hereby releases Show Management and the Rosen Shingle Creek from, and agrees to indemnify them against, any and all claims for such loss, damage, or injury.



DAMAGE TO PROPERTY

The exhibitor, its agents, guests, or patrons shall not injure, mar, nor in any manner deface the Rosen Shingle Creek premises or equipment therein, and shall not cause or permit anything to be done whereby the Rosen Shingle Creek or its equipment shall be in any manner injured, marred, unduly soiled, defaced, lost, stolen, or otherwise removed from the building, and will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part of the Rosen Shingle Creek, and will not make nor allow to be made, any alterations of any kind therein. Should any of the Rosen Shingle Creek equipment used by the exhibitor in the conduct or operation of the exposition be damaged, lost, or stolen, the exhibitor will promptly pay for the equipment by cash or certified check.



ATTORNEY'S FEES & COSTS

Should any litigation arise out of this contract, both parties agree to binding arbitration; the exhibitor shall pay all costs and reasonable attorney's fees incurred by Show Management, and/or the sponsoring organization, and/or the co-sponsoring associations as the prevailing parties.



ELIGIBLE EXHIBITS & RESTRICTIONS

Show Management reserves the right to accept or reject without reason any Exhibit Contract received. Show Management also reserves the right of exhibit space reassignment and reserves the right to cancel this contract, whenever it discovers that exhibitor's product is not as described in this contract or is incompatible with the purposes of the Trade Show. Contract for space may also be cancelled if Show Management deems the exhibitor's demeanor inappropriate or disruptive.



FIRE SAFETY & HEALTH

The exhibitor agrees to accept full responsibility for compliance with city, county, state, and federal Fire Safety and Health Ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators. The exhibitor hereby represents and warrants to Show Management that the exhibitor has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected.



PUBLIC POLICY

All exhibitors are participating at the exclusive discretion of Show Management and must abide by all local codes, rules, regulations, and ordinances, including fire regulations, and must abide by the directions and instructions presented by official Show Management and the Rosen Shingle Creek. The exhibitor understands that any violations of these policies may result in the immediate closing and removal of the exhibitor's booth.