

## GENERAL TERMS. MEETING RULES. AND REGULATIONS

1. These rules and regulations constitute an essential part of the contract for the exhibit space. During the exhibit for UC Davis Eye Center's Ophthalmology Symposium reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition.
2. UC Davis Eye Center reserves the right to decline, prohibit or expel an exhibit which, in its judgement, is out of keeping with the character of the exhibition, this reservation being all inclusive as to person, things, printed matter, product, conduct, etc. Should the exhibit be expelled, space payments will not be refunded.
3. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.
4. It is agreed that if the exhibitor fails to comply in any respect with the terms of the agreement, then UC Davis Eye Center shall have the right, without notice to the exhibitor, cancel their space and sell or offer for sale, the exhibit space covered by this contract, said exhibitor to be liable for any deficiency, loss or damage suffered by the exhibition by reason of the premises stated, which loss or damage the exhibitor agrees to pay the exhibition upon demand together with reasonable expenses and costs incurred by reason thereof.
5. It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof, and that should the exhibition be unable to affect the sale of the space as herein provided, the exhibition is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the exhibition, without any rebate or allowance whatsoever to the exhibitor and without in any way releasing said exhibitor from any liability hereunder, and said exhibitor expressly agrees to pay the exhibition the full sum therein forth.
6. UC Davis Eye Center shall have full power in the interpretation and enforcement of all rules and regulations contained herein and the power to make such amendments thereto, and such further rules and regulations as it shall consider necessary for the proper conduct and success of the exhibition.
7. I understand that by providing my mailing address, e-mail address, telephone number and fax number, I consent to receive communications sent by or on behalf of UC Davis Eye Center via regular mail, e-mail, telephone or fax. I understand that UC Davis Eye Center's may share my address/email/telephone/fax with other organizations.

### FDA REGULATIONS

Exhibitors must abide all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approval requirements. Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. The FDA also forbids the commercial promotion of approval drugs or devices for unapproved uses.

Unapproved devices may be displayed only if they are the subject of an effective investigational device exemption (IDE) or if they are the subject of a pending 510 (k) pre-market notification application. Any investigational product that is displayed or graphically depicted within the exhibit must (a) contain no claims of safety or effectiveness, (b) contain no comparative claims to other marketed products, and (c) be accompanied by a sign clearly and prominently stating that the device is limited by federal law to investigational use and is not approved by the FDA for commercial distribution in the United States.

Exhibitors may not sell, commercialize, or take orders or names with respect to an investigational drug or device, or a device that is the subject of pending 510 (k) application, unless limited to research or investigational use. These restrictions are not intended to limit the full exchange of scientific information regarding an investigational drug or device. If the FDA or a court of competent jurisdiction determines that a company's exhibit at an UC Davis Eye Center's meeting is in violation of any FDA regulations, including but not limited to the promotional restrictions and rules described above, the company may be subject to sanctions, including but not limited to exclusion from exhibiting at subsequent compliance with FDA regulations should be addressed to the appropriate agency within the FDA.

### VIOLATIONS

Specific actions may be taken by UC DAVIS EYE CENTER for violation of provision of these guidelines. Violations of any UC DAVIS EYE CENTER policies, rules or regulations may result in the loss of priority points for future space assignments at any UC DAVIS EYE CENTER Meetings and or immediate removal from the exhibit hall and or denial of exhibit space at future meetings. The action taken will be determined on the basis of the particular circumstances of the violations but in cases involving major violations, may include legal action.

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## **EVALUATION OF SPACE APPLICATION/CONTRACT**

In order to preserve and maximize the educational value of the technical exhibit program, UC DAVIS EYE CENTER will examine all space applications and evaluate the proposed exhibits to determine whether they satisfy certain basic criteria.

Permission to exhibit does not constitute in any way an UC DAVIS EYE CENTER endorsement or approval of the exhibited products or services or guarantee that space will be assigned. The examination and evaluation of space applications will be performed in accordance with guidelines established by the UC DAVIS EYE CENTER Executive Committee. The principle criteria to be considered in reviewing applications shall include, but not limited to, whether the products or services proposed for exhibition relate specifically to the practice or advancement of ophthalmology generally and/or cataract and refractive surgery specifically, whether the proposed exhibit is of educational value to [ophthalmologist] [cataract and refractive surgeons], and whether the products or services in question are safe and effective.

## **ACCESS TO EXHIBITS**

Exhibitors may not enter another exhibitor's booth; take literature, or photographs without approval.

## **BIO-MEDICAL WASTE**

Exhibits may not include the use of biomedical waste including, but not limited to, animal tissue, disposable needles, sharps, human blood, or products contaminated with blood.

## **CARE OF FACILITY**

Protection of convention facility property: Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to the columns, walls, floors, or other parts of the facility or convention hall exhibit area without permission from the proper building authority.

## **CATASTROPHE**

UC DAVIS EYE CENTER will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement of cancellation of the exposition, or for any cause beyond their control. UC DAVIS EYE CENTER will, however, in the event of its not being able to hold an exhibit for any of the above-named reasons, reimburse exhibitors on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

If an exhibitor violates these regulations, the exhibitor will lose priority points for future booth assignments or may be denied exhibit space in future trade expositions. Please book your travel arrangements accordingly.

## **HANGING SIGNS**

Hanging signs are strictly prohibited within the exhibit area.

## **INSURANCE CERTIFICATES (COIS)**

Exhibitors are required to secure (or maintain) a public liability insurance policy acceptable to UC Davis Eye Center, Ophthalmology Symposium as to coverage limits and agrees to name UC Davis Eye Center, Ophthalmology Symposium as an additional insured on any such policy(ies).

Exhibitor shall furnish UC Davis Eye Center, Ophthalmology Symposium with a certificate of insurance no later than June 1 showing UC Davis Eye Center, Ophthalmology Symposium named as an additional insured, and exhibitor, upon demand, agrees to furnish UC Davis Eye Center, Ophthalmology Symposium proof of payment of the premium on any such policy(ies). Policy(ies) shall expressly provide that the policy(ies) shall not be cancelled or altered without at least 10 days prior written notice to UC Davis Eye Center, Ophthalmology Symposium from the insurance company.

## **Please list the Certificate Holder as follows:**

UC Davis Eye Center, Ophthalmology Symposium  
4860 Y Street, Suite 2400  
Sacramento, CA 95817

Exhibitor expressly agrees to indemnify and hold harmless UC Davis Eye Center, Ophthalmology Symposium, its management, agents and employees from any and all liability, claims, loss damages or expenses, including counsel fees and UC Davis Eye Center, Ophthalmology

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Symposium resulting from injuries to any person, including other exhibitors, the agents, employees and attendees, or damage to any property, including property owned by the exhibitors, in connection with its use of exhibit space. Exhibitor agrees that the exhibition assumes no responsibility for the safety or employees from theft, damage by fire, accident or any other cause whatsoever.

The exhibition will have the doors secured/locked during non-exhibiting hours; however, attention is called to the necessity for insurance covering all risks (liability, fire, theft, damage, etc.) on your exhibit from place of shipment to the exhibition facility, return, and during exhibition.

## HOST HOTEL/INSURANCE

Exhibitor expressly agrees to adhere to all convention rules and regulations published by the hotel. Exhibitor also agrees to meet all hotel insurance requirements and accepts sole and complete responsibility for securing required license/permits needed, for example, from ASCAP/BMI for the use of music in booth area.

## INSTALLATION OF EXHIBITS

Installation hours: 8AM – 11AM, Friday, MAY 19, 2023. All exhibit boxes must be empty and stowed under the table top exhibit no later than 11:00 AM. Display space not claimed and occupied by 11:00 AM will be canceled or reassigned without notification or refund.

Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of the convention hall manager or their assistants. All booths must be set up no later than 11:00 AM, Friday, May 13, 2022.

## DISMANTLE OF EXHIBITS

The dismantling period is 11:00 AM – 2:30 PM, May 21, 2023. All exhibitor displays or materials left in the hall after 2:30 PM will be packed and shipped at the discretion of the show management, and all applicable service charges will be applied to the exhibitor of record. In no case will dismantling be allowed before 11:00 AM, Sunday, May 21, 2023.

## PROFESSIONAL BEHAVIOR

Professional behavior is expected by each company, its representatives and exhibitor appointed contractors at all times during UC Davis Eye Center, Ophthalmology Symposium. Any provocation of another either verbally, physically or by any other means will result in all parties involved surrendering their badges immediately and being escorted off the premises by security and all parties being prohibited from attending the remainder of the meeting, exposition and functions.

## SELLING

Selling or order taking is permitted, but exhibitor is expected to maintain proper decorum, follow UC Davis Eye Center high standards, and be consistent with the educational purposes and integrity of the show and profession. Exhibitors must obtain any/all permits/licenses required by the host state/city prior to selling/taking orders on site.

## SOUND & PRESENTATIONS IN BOOTHS

Earphones are required for group presentations, both oral and audiovisual. When conducting a presentation in your booth, it is the exhibitor's responsibility to keep overflow crowds clear of the aisles.

## PAYMENT SCHEDULE

Full payment and company description is due with the application/contract. Contracts submitted without payment will not be binding, and space will not be assigned or held.

## CANCELLATION POLICY

Cancellation of assigned booth space must be submitted in writing. Cancellations will not be taken over the phone.

Exhibitors cancelling space after contract is submitted or on May 5, 2022 will forfeit 85% of the exhibit fee.

Exhibitors canceling space on or after May 6, 2023 will forfeit 100% of the exhibit fee. Exhibitors who fail to pay the cancellation fee will not be permitted to exhibit at the meeting until the balance is paid in full.

\*If the exhibition is sold out and the cancelled space is re-sold, the penalty will be reduced to 50%.