



APPLICATION FOR SPONSORSHIP

2012 TOA/TOF ANNUAL MEETING

~ APRIL 13TH & 14TH, 2012 ~

HOUSTONIAN HOTEL, CLUB & SPA, HOUSTON, TX



SECTION 1: COMPANY INFORMATION

Sponsor Level: Platinum__ Gold__ Silver__

Company Name: _____

(as it should appear on signage and printed recognition)

Primary Contact & Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____ Email address: _____

Product or services to be exhibited: _____

(pharmaceutical, equipment, software, etc.)

Name of specific company and/or product near which your company prefers NOT to be located.

Name of Attendees for Exhibitor Badges: *(Attendees are limited as noted)*

1) _____ 2) _____

(Silver Level - \$100 charge for each additional badge after 2)

3) _____ 4) _____

(Gold Level - \$100 charge for each additional badge after 4)

5) _____ 6) _____

(Platinum Level ONLY)

FDA STATUS (note: FDA clearance of a product is not required to be considered as an exhibitor)

The FDA has cleared all pharmaceuticals and/or medical devices submitted for exhibit.

The FDA has NOT cleared the following submitted for exhibit (please list):

FDA clearance is not applicable.

Is your product ready for Market? _____ How long has your company been in business? _____

How many people does your company employ full-time? _____

SECTION 2: TERMS AND CONDITIONS

- In exchange for payment in full for the sponsorship, the Texas Orthopaedic Association (TOA) will provide the benefits as outlined on the application.
- In exchange for payment in full for the exhibit(s) contracted by the exhibitor, Texas Orthopaedic Association (TOA) will provide the following for each booth: 6'X30" skirted booth, one or two chair(s), and a sign showing the company name. All equipment will be available through the hotel. Exhibitors may provide their own equipment or furnishings. The exhibit hall is carpeted. **Internet charges are to be paid by the exhibitor and set-up through the hotel.**
- Although the exhibition area will be locked during closed hours, neither TOA nor the facility assume responsibility for damage to, loss, or theft of property of the exhibitors, the exhibitors' agents, employees, or invitees.
- Payment in full is due at time of application. In the event that you cancel sponsorship or exhibit space, 50 percent of the contracted amount will be refunded to the company if TOA receives notice

of cancellation by February 1, 2012. After February 1, 2012, there will be no refund of sponsorship payment. All sponsorships cancellations must be submitted in writing to TOA. No-shows are not eligible for refunds.

- TOA reserves the right to adjust table top or exhibit space assignments.
- 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.
- Sponsor and/or exhibitor agrees to be responsible for his/her own property. Sponsor or exhibitor shall release, hold harmless and indemnify TOA from any and all claims, obligations, liabilities, causes of action, lawsuits, damages and assessments, including legal fees that result from an allegation of negligence on the part of the sponsor or TOA or third parties in the use of the exhibit space or activities in connection with the use of exhibit space.

An accredited CME provider, the Texas Orthopaedic Association 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 may not engage in sales activity in the room where the educational activity is held.
- As the accredited CME sponsor of this educational activity, Texas Orthopaedic Association 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.

The undersigned acknowledges receipt of and agrees to abide by the **Exhibit Rules & Regulations** as published by the association which regulations are considered to be part of the agreement between sponsor and Texas Orthopaedic Association (TOA) if this application is accepted by the TOA. Acceptance of this application as an agreement between the sponsor and TOA will occur when signed by a TOA representative. TOA does not guarantee the number of attendees. It is understood that all sponsorship agreements are subject to review by the Board of Directors. It is agreed that disapproval of an exhibit by the Board of Directors will result in termination of the agreement without penalty to either party. 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.

Authorized Signature: _____

SECTION 3: PAYMENT INFORMATION

Enclosed is a check made payable to Texas Orthopaedic Association for amount \$_____, OR

I authorize TOA to charge to my credit card: \$_____ Visa MasterCard American Express

Card #: _____ - _____ - _____ - _____ Exp. Date: _____

Cardholder: _____

Authorized Signature: _____ **Date:** _____

Title: _____ Company: _____

Please send this form with payment to masa@toa.org or mail it to the Texas Orthopaedic Association at 401 West 15th Street, Ste. 820, Austin, TX 78701. Other communications and/or questions may be addressed to Masa Pettit at 512-370-1505 or masa@toa.org.