

EXHIBIT SPACE APPLICATION AND CONTRACT

**This EXHIBIT SPACE APPLICATION AND CONTRACT is by and between Saint Louis University, through its School of Medicine, Continuing Medical Education, and the company listed below (referred to as “Company” or “Exhibitor”) (the “Contract”).**

|  |  |
| --- | --- |
| **Title of CME Activity** |  |
| **Activity Date:** |  |

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Title

Address

City State Zip

Phone Fax

E-mail

**REQUIRED:** Please give a brief description of the product or service to be displayed.

**THIS EXHIBIT SPACE APPLICATION AND CONTRACT IS SUBJECT**

**TO THE PRIOR APPROVAL OF SAINT LOUIS UNIVERSITY**

Exhibit Space Fee

The Exhibit Space Fee is payment for the following:

▪ 6’ X 3’ exhibit table

▪ Food for two (2) Company representatives (food that is being served during the CME Event)

▪ Recognition (using Company name only) in CME Event director’s opening remarks and/or PowerPoint presentation and/or onsite signage as an exhibitor.

\_\_\_\_\_\_\_\_\_ Electrical Outlet Service available. (Check here if needed)

If Company will require additional electrical supplies, such as power cords or surge protectors, there will be an additional charge.

**Exhibit SPACE fees are not included in the COMMERCIAL SUPPORT PROVIDED PURSUANT TO ANY WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT.**

The Exhibitor agrees to, and shall abide by, the following terms and conditions:

* **FULL PAYMENT OF THE EXHIBIT SPACE FEE IS DUE NO LATER THAN TEN (10) DAYS PRIOR TO THE CME EVENT DATE. SAINT LOUIS UNIVERSITY RESERVES THE RIGHT TO REASSIGN EXHIBIT SPACE IF PAYMENT IS NOT RECEIVED TEN (10) DAYS PRIOR TO THE CME EVENT DATE.**
* Cancellations and requests for refunds must be received in writing ten (10) days prior to the date of the CME Event. If an Exhibitor fails to provide Saint Louis University written notice of cancellation and a request for refund at least ten (10) days prior to the date of the CME Event, the Exhibitor will forfeit fifty percent (50%) of the total exhibit space fee. Refunds will be made following the CME Event.
* No Exhibitor shall sublet, assign or share any part of the exhibit space.
* Exhibitor is responsible for installation and removal of exhibits from the CME Event, during such times as designated by, and in the manner designated by, Saint Louis University.
* Saint Louis University reserves the right to rearrange any CME Event exhibit area floor space and relocate any exhibitor’s space.
* Prohibited or unethical conduct will subject the Exhibitor to dismissal from the CME Event and the CME Event premises. Should this occur, the Exhibitor is deemed to have forfeited all exhibit space fees and any other fees paid by the Exhibitor.
* The Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor’s displays, equipment and other property brought upon the CME Event premises. Exhibitor shall release, indemnify and hold Saint Louis University, its Trustees, officers, administration, faculty, employees, students, agents and representatives harmless from and against any and all actual or threatened liabilities, claims, suits, actions, damages, settlements, costs and expenses incurred by or claimed against Saint Louis University, including reasonable attorneys’ fees, arising out of injuries to persons, damages to property or other claims by third parties relating to the actions, errors and/or omissions in connection with Exhibitor’s presence on the CME Event premises, use of exhibit space or the conduct of Exhibitor or its employees or contractors, notwithstanding any negligence that might be alleged against or attributed to, Saint Louis University or any person indemnified hereunder. Notwithstanding anything to the contrary, in no event shall Saint Louis University’s liability for any damages whatsoever exceed the amount paid by Exhibitor to Saint Louis University under this Contract.
* Exhibitor shall procure and maintain (i) insurance to cover exhibit material against damage and loss, (ii) public liability insurance against injury to the person and property of others, and (iii) workers’ compensation insurance in full compliance with all federal and state laws governing all of the Exhibitor’s employees engaged in performance of work for the Exhibitor. Upon Saint Louis University’s request, Exhibitor shall provide a certificate(s) of insurance evidencing the required insurance.
* The performance of this Contract by Saint Louis University is subject to acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar cause beyond the control of the parties making it inadvisable, illegal, impractical, or impossible to hold a successful conference. This Contract may be terminated without penalty for any one or more of such reasons by written notice from Saint Louis University.
* This Contract shall be construed and enforced in accordance with the substantive laws of the State of Missouri, without regard to Missouri’s conflict law provisions.
* The individual signing for the Exhibitor warrants he/she has proper authorization to do so.

Agreed and acknowledged by Company.

**COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By:

Printed Name:

Title:

Date:

Payment:

Check Enclosed (Check number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Please make check payable to: **Saint Louis University, Federal ID #43-0654872**

Contact Saint Louis University School of Medicine CME Program with any questions about exhibiting or completing this form. We would appreciate the courtesy of receiving the signed Contract least thirty (30) days before the date of the CME Event. After that date, exhibit space will be available as space allows. Thank you for your interest in exhibiting at this CME Event.

**Please complete and return this form to:**

**Saint Louis University School of Medicine**

**Continuing Medical Education**

**3839 Lindell Blvd.**

**St. Louis, MO 63108**

**Fax: 314-977-4533**

**E-mail:** **cme@slu.edu**

**Visit our website at:** [www.slu.edu/continuing-medical-education-(cme)](http://www.slu.edu/continuing-medical-education-%28cme%29)

**Saint Louis University Approval**

**By: Date:**

L. James Willmore, M.D.

Associate Dean, School of Medicine

Saint Louis University

Affirmative Action Statement.  Saint Louis University is an equal opportunity/affirmative action employer.  As part of its affirmative action policies and obligations, Saint Louis University is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR § 60-1.4(a), 41 C.F.R. § 60-250.5(a); 41 C.F.R. § 60-300.5(a); and 41 C.F.R. § 60-741.5(a), and these regulations are hereby incorporated into this Agreement by reference.

|  |  |
| --- | --- |
| **Title of CME Activity** |  |
| **Activity Date:** |  |