



# SOCIETY OF DIAGNOSTIC MEDICAL SONOGRAPHY

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## SDMS Annual Conference

### EXHIBITOR RULES & REGULATIONS

The SDMS Annual Conference exhibitor rules and regulations are intended to serve the best interests of the SDMS, registrants, and exhibitors. The rules and regulations apply to all exhibitors and their agents.

The exhibitor understands and agrees that the information contained in this document is an integral and binding part of the exhibit space contract. Completing the electronic exhibit space application/contract indicates understanding and agreement to comply with all policies, rules, regulations, terms, and conditions in this document; and agreement to distribute them for proper execution by all individuals involved. This Agreement is governed by the laws of the State of Texas. If any provision of this Agreement or its application shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Failure by the SDMS to enforce any provision does not waive any further enforcement rights.

Our goal is to make the SDMS Annual Conference the industry's best opportunity to network and market services/products. These rules and regulations ensure the success of this event for everyone.

- Guests without passes and children (under the age of 16) are not permitted on the exhibit floor at any time.
- The SDMS reserves the right to remove any exhibitor's booth agents at the SDMS staff's discretion at any time.
- The SDMS accepts no responsibility for loss, theft, or damage to exhibits, equipment, personal belongings, etc. during installation, Exhibit Hall hours, or dismantling.

### BOOTH SPECIFICATIONS

- The standard booth size is 10' x 10'.
- Booth height is limited to 16 feet.
- Each standard booth will have an 8' high draped background and 3' high draped divider defining the sides of the space. The backside of an in-line booth cannot be visible unless prior approval is received from the SDMS.

- No exhibit space may expand into the aisle. Demonstration areas must be located within the booth specifications to allow sufficient space for spectators. Aisles cannot be obstructed due to any activities within the booth.

## PAYMENTS

- The electronic application must be submitted through the SDMS Exhibitor Management System before **August 31** and must be accompanied by at least a 50% deposit of the total cost of exhibit space requested, sponsorship, and advertising.
- If a 50% deposit is paid, the balance is due by **August 31**.
- Applications received without the required deposit or payment will not be processed and will be returned.
- Electronic applications submitted through the SDMS Exhibitor Management System on or after **August 31** must be accompanied by full payment.
- Payments may be made by check or credit card (American Express, Discover, MasterCard, and VISA). Payment by check must be in US funds drawn on a US bank. Checks drawn on foreign banks and/or not in US funds will be returned to the exhibitor along with the application. This may delay the approval process and exhibit space assignment. Checks must be made payable to the Society of Diagnostic Medical Sonography or the SDMS.

## CANCELLATION/REDUCTION OF EXHIBIT SPACE AND REFUND POLICY (AC 1.3)

- Notification of cancellation or reduction in exhibit space must be submitted in writing via mail, fax, or email. The effective date of a space cancellation or reduction is the date when written notification is received and date stamped by the SDMS.
- If written notice is received by **August 8**, monies paid by the exhibitor for exhibit space rental, less a \$250 administration fee, will be refunded. It is the exhibitor's sole responsibility to ensure that written notice of cancellation is received by the deadline.
- Exhibit space purchase is non-refundable after **August 8**. Sponsorships and advertising are non-refundable. Refunds apply only to exhibit space purchase.
- All exhibit space will be released when the SDMS receives written notification of cancellation or reduction from the exhibitor.
- Any booth in the Exhibit Hall that is unoccupied by **3:00pm on September 26**, will be considered a no-show and shall be deemed to have cancelled the exhibit space contract. Any assigned exhibit space may be re-assigned to another exhibitor. There will be no refund to the original exhibitor and no further obligation on the behalf of the SDMS.

## CONFERENCE CANCELLATION POLICY (AC 1.3)

It is mutually understood that in the event the SDMS Annual Conference is interrupted, cancelled, moved, or changed due to fire, explosion, strike, freight embargo, act of God, natural disaster, public enemy, war, civil disturbance, any act of government, act of terrorism, epidemic, or other catastrophe, the exhibitor waives any claim against SDMS, Freeman, and Hyatt Regency New Orleans, its owners, managers, officers, or directors, agents, employees, subsidiaries, and affiliates for damages or compensation.

The SDMS, at its sole discretion, may refund some or all monies paid by the exhibitor after deduction of any amounts necessary to cover expenses incurred by the SDMS in connection with the SDMS Annual Conference.

## EXHIBIT INSTALLATION

- Advance exhibit space installation is available on **Wednesday, September 25, 1:00pm – 4:00pm** with the SDMS and Freeman approval only. Regular exhibit space installation is on **Thursday, September 26, 8:00am – 3:00pm**.
- All exhibits must be set up by **3:00pm on September 26**. Exhibitors are responsible for coordinating with the official SDMS contractor, Freeman, to ensure that all booth equipment and materials are scheduled for arrival at the Exhibit Hall in time to be installed and ready when the Exhibit Hall opens.
- Exhibitors are liable for the actions of their booth agents, including contractors, at all times during installation.

## EXHIBIT DISMANTLE

- Exhibitor dismantle is available on **Saturday, September 28, 3:00 – 9:00pm**. Failure to remove all exhibits and equipment could result in a financial penalty.
- The official closing time of the Exhibit Hall is **3:00pm on Saturday, September 28**. Early packing of equipment or dismantling of exhibits is not permitted. Future exhibit space and/or exhibit privileges may be forfeited by exhibitors who pack or dismantle exhibits early.
- Exhibitors are liable for the actions of their booth agents, including contractors, at all times.
- All shipping arrangements are the responsibility of the exhibitor. The SDMS is not responsible or liable for items not collected by the SDMS official contractor or a contracted shipping company. Each exhibitor is responsible for any venue/exhibitor management issued delivery charges.

## EXHIBIT SPACE

- The Exhibitor is solely responsible for compliance with applicable federal (and state, if applicable) and Food and Drug Administration (FDA) laws and regulations related to the display and marketing of medical devices or pharmaceuticals.

- Distribution of any type of promotional material by exhibitors is limited to the space rented in the Exhibit Hall. Promotional materials are prohibited in the SDMS registration area.
- The SDMS reserves the right to prohibit, restrict, and (if necessary) remove or require correction of any exhibit or materials that are unsuitable or objectionable, as determined solely by the SDMS.
- The SDMS reserves the right to change the booth floor plan and/or booth locations without prior permission of the exhibitor.
- The SDMS reserves the right to determine the eligibility of applications for exhibit space. Exhibiting at the SDMS Annual Conference does not imply the SDMS endorsement of products or services.
- The SDMS reserves the right to deny exhibit space rental to any company/organization/institution whose activities or mission is in conflict with those of the SDMS, as determined solely by the SDMS.
- Modifying any portion of the pipe and draped portions of the booth is prohibited unless approved by the SDMS.
- All activities must take place within the exhibitor's assigned booth space.
- Exhibitors are permitted to conduct prize drawings. All prizes must be approved by the SDMS. Requests for approval must be submitted in writing by **August 31**. Announcement of the winners shall be made at the exhibitor's booth. Public announcements by exhibitors may not be made in the Exhibit Hall unless approved by the SDMS.

## **SUBLETTING**

Subletting or assigning any portion of the contracted exhibit space is prohibited. Exhibitors who resell or sublet space or give their badges to unauthorized persons will forfeit their exhibit space and/or future exhibit privileges.

Featuring names or advertisements of non-exhibiting companies/institutions/organizations is prohibited. Exhibitors must show only goods manufactured and/or distributed, or services provided by them, in the regular course of business.

## **AMERICANS WITH DISABILITIES ACT (ADA)**

Exhibitors are responsible for compliance with all applicable provisions of the ADA for their exhibit space, including but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless, and defend the SDMS, its officers, directors, agents, members, and employees from and against any claims, liabilities, losses, damages, and expenses (including attorney's fees and expenses) resulting from or arising out of the exhibitor's failure or allegations of the exhibitor's failure to comply with the provisions of the ADA.

## EXHIBITOR BADGES

- Exhibitors must wear a badge to enter and remain in the Exhibit Hall. Exhibitor representatives, including models, must always wear the badge, including during installation and dismantling.
- Exhibitors must use the SDMS Exhibitor Management System to submit their exhibitor badge request in advance. The deadline for advance submission of exhibitor badge requests is **September 18**. After **September 18**, all badge requests (either additional badges or changes to initial badge orders) must be handled onsite.
- The SDMS offers complimentary Exhibit Hall badges for exhibitors only. Guests and clients may purchase Exhibit Hall guest passes at the SDMS Registration Desk. Guests without passes and children (under the age of 16) are not permitted on the exhibit floor at any time.
- Badges will be issued only in the name of the corporation/institution/company identified on the exhibit space application.
- The exhibitor is responsible for the actions of individuals wearing its badges during the entirety of the SDMS Annual Conference, including installation, Exhibit Hall hours, and dismantling.

## EXHIBITOR SERVICE KIT

The Exhibitor Service Kit will be available online and emailed to the official contact listed on the application for space by the official SDMS contractor, Freeman. Each Exhibitor Service Kit contains a complete set of forms for ordering services related to the Exhibit Hall, including freight schedule, forms for booth furnishings, vacuuming services, signs and accessories, electrical requirements, labor, drayage, and shipping information. Exhibitors are encouraged to take advantage of cost reductions offered for advance orders. Freeman can mail a printed copy of the Exhibitor Service Kit upon request.

## EXHIBITOR-APPOINTED CONTRACTORS (EAC)

Exhibitors using contractors other than the official SDMS contractors for labor or other services must notify the SDMS and Freeman. A form will be included in the Exhibitor Service Kit, which is to be completed by the exhibitor and returned to the SDMS. The exhibitor must inform the Exhibitor-Appointed Contractor (EAC) of the SDMS Annual Conference Exhibitor Rules & Regulations. Exhibitors are responsible for all actions of their EAC.

- Notice of intent to use an EAC is due to the SDMS by **August 31**.
- EAC certificates of insurance are due to the SDMS by **August 31**.

## UNION LABOR

Freeman must have a labor agreement with a local labor source to provide for display installation and dismantling. An exhibitor may handle their own hand-carried materials in and out of the Hyatt Regency New Orleans per the Venue's guidelines. Any material requiring the use of equipment for delivery (i.e., dollies, forklifts, hand trucks, etc.) will be handled by Freeman labor. Equipment and labor may be arranged through Freeman as outlined in the Exhibitor Service Kit.

Dock space is limited at the Hyatt Regency New Orleans and is under the control and authority of Freeman during the SDMS Annual Conference.

## **FREIGHT HANDLING JURISDICTION**

Freeman will have the responsibility of receiving and handling all exhibit materials and empty crates. It is their responsibility to manage docks and schedule vehicles for the smooth and efficient move-in and move-out of the exhibition. Freeman will not be responsible for any material they do not handle. Freeman will have complete control of the loading docks at all times.

- Please note that the Hyatt Regency New Orleans will refuse exhibit freight arriving before the scheduled installation date of **September 25**. To ensure proper receipt and delivery of your exhibit freight for this event, please ship them as outlined in the Exhibitor Service Kit supplied by Freeman.

## **SALES**

- All exhibitors are required to collect and remit sales tax for the sale of tangible items, including all sales occurring in the SDMS Exhibit Hall. Exhibitors should contact both Louisiana state and local New Orleans governments to determine registration, filing, and remittance requirements.
  - Louisiana Department of Revenue: <https://revenue.louisiana.gov/>
  - City of New Orleans: <https://nola.gov/next/revenue/home/>
- Leads resulting in sales at a later date (i.e. ultrasound machines) are not subject to 9.45% sales tax unless the sale occurs in Louisiana.
- Exhibitors must comply with FDA requirements regarding display, sale, and use of ultrasound or related equipment.

## **SECURITY POLICY (AC 1.10)**

The SDMS provides entrance and loading dock access control during installation and dismantle hours as well as entrance access control during Exhibit Hall hours; however, the SDMS will have no liability for any loss or damage incurred by an exhibitor during such hours or any other time, regardless of the cause.

Booth security and protection of valuable items may require additional security at the exhibitor's expense.

## **STATEMENT OF LIABILITY WAIVER (AC 1.13)**

The exhibitor shall be fully responsible to pay for any and all damages to property owned by the SDMS, Freeman, other exhibitors, and Hyatt Regency New Orleans, its owners, managers, officers, or directors, agents, employees, subsidiaries, and affiliates, which result from any act or omission of the exhibitor.

The exhibitor agrees to defend, indemnify, and hold harmless the SDMS, Freeman, and Hyatt Regency New Orleans, its owners, managers, officers, or directors, agents, employees, subsidiaries, and affiliates, from any liability resulting from exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or

by reason of any accident or bodily injury or other occurrences to any person or persons, including, but not limited to, the exhibitor, its agents, employees, exhibit hall guests, and business invitees, which arise from or out of the exhibitor's occupancy and use of the exhibition premises, or any part thereof.

### **INSURANCE POLICY (AC 1.6)**

- The SDMS does not provide any type of insurance coverage for the SDMS Annual Conference exhibitors or participants.
- If desired by exhibitors, insurance must be obtained at their own cost and expense.
- All property shipped by the exhibitor to and from the Hyatt Regency New Orleans and the SDMS Exhibit Hall for installation or display is the sole responsibility of the exhibitor.
- It is recommended that the exhibitor obtain adequate insurance coverage, at its own expense, for property loss or damage and liability for personal injury.

### **EDUCATIONAL SCANNING OPPORTUNITIES**

The SDMS allows and encourages exhibitors to offer education scanning opportunities in their exhibit booth.

#### **Scanning By Exhibitors**

- Live scanning of a model, except pregnant women or minors, is permitted in the Exhibit Hall during Exhibit Hall hours, if the Exhibitor determines:
  - The sonography equipment being used in the demonstration is for an educational purpose (and not to promote or sell ultrasound equipment);
  - All live scanning adheres to the "As Low As Reasonably Achievable" (ALARA) Principle (i.e., during live scanning, both the length of exposure and the intensity/power of the ultrasound device is monitored and limited, as appropriate).
  - Live scanning will be performed by a:
    - Certified and registered sonographer; or
    - Licensed physician.
- The use of a pregnant woman or a minor as a live scanning model in the Exhibit Hall is strictly prohibited.

#### **Scanning By Attendees**

- Exhibitors can schedule educational scanning times in their booth in the Exhibit Hall during Exhibit Hall hours. An attendee may use the Exhibitor's equipment for live scanning of a model, except pregnant women or minors if they are a:
  - Student enrolled in a sonography-related educational program;
  - Certified and registered as sonographer; or

- Licensed physician.

## Models

- The Exhibitor is solely responsible for the use of a model in an SDMS-assigned booth, including but not limited to:
  - Obtaining and paying the model;
  - Ensuring the model is not pregnant or a minor (as applicable);
  - Ensuring the model is registered as an exhibit booth personnel and wears an SDMS-provided badge when entering the Exhibit Hall;
  - Ensuring procedures are in place to verify the model has signed a release/authorization prior to their use as a model;
  - Ensuring procedures are in place to address incidental findings or medical conditions identified in a model or a potential model; and
  - Using prudent judgment and professional conduct when scanning a model.
- The Exhibitor is solely responsible for obtaining prior written informed consent from the model and for ensuring that:
  - It is safe for the model to be scanned for educational purposes;
  - The model is aware that the scan is for educational purposes only and will not be used for clinical purposes; and
  - The model is familiarized with the entire process and an assessment is made of the model's understanding of their relevant existing/ known medical condition(s), if applicable.
- The SDMS reserves the right to terminate an Exhibitor's authorization to perform live scanning of models in the Exhibit Hall if the Exhibitor's live scanning is deemed unsafe or inappropriate, as determined solely by the SDMS.

## INDUSTRY-SPONSORED SOCIAL OR EDUCATIONAL EVENTS (AC 1.6)

Commercial/institutional social or educational events may be held during the conference with the permission of the SDMS. Events may be held beginning **Thursday, September 26 at 7:00am** through **Saturday, September 28 at 7:00pm** but may not conflict with any SDMS-sponsored events, educational sessions, or Exhibit Hall hours. The Venue will not release space without permission from the SDMS.

Sponsors hosting SDMS approved sponsored breakfasts or lunches must have their own registration mechanism for the event and are responsible for all food and beverage costs associated with the event. Sponsors will work directly with the Venue in setting up the food and beverage logistics of their event.

For Sponsors approved to offer SDMS CME credit for their event, the sponsor must maintain a roster of all registered participants and submit the roster upon completion of the conference. Participants will not be awarded credit if a roster is not submitted.



## APPROPRIATE CONDUCT (AC 1.2)

Exhibitors and their agents are expected to demonstrate appropriate conduct at all times. Any action of an exhibitor that interferes with, disrupts, impairs, creates an undue burden, or is deemed inappropriate by the SDMS is subject to disciplinary action. This may include disciplinary measures up to and including removal of the exhibitors and their agents from the exhibit hall and contracted meeting space and termination of privileges at future conferences.

### Inappropriate/Disruptive Actions

Inappropriate and disruptive actions are those that interfere with the instructional, networking, administrative, or service functions of the SDMS Annual Conference including:

- **Harassment, intimidation, or discrimination in any form:** The SDMS is committed to promoting and implementing ongoing improvements to diversity, equity, and inclusion in the diagnostic medical sonography profession ([SDMS Board Policy: Diversity, Equity, and Inclusion \[B.5.1\]](#)). The SDMS encourages all attendees, exhibitors, and other conference participants to support efforts to ensure diversity, equity, and inclusion in the sonography profession.
- **Disruption of the presentations during sessions:** All participants must conform with the instructions of the speakers, moderators, and/or SDMS staff members.
- **Unapproved postings and messages:** Public postings/messages that contain promotional materials, special offers, job offers, product announcements, or solicitation of services must be pre-approved by the SDMS in advance.

## PHOTOGRAPHY AND VIDEO RECORDING (AC 1.9)

Photographs, videotaping, and audio taping of presentations are prohibited during educational sessions.

Several photographs will be taken by the official SDMS photographer throughout the SDMS Annual Conference and will be used in future print and online promotional materials. By virtue of your attendance, you agree to allow the SDMS to use photographs of your agents, Exhibit Hall booth, products, and equipment in its promotional materials.

## DRUG AND ALCOHOL POLICY (AC 1.5)

### Alcohol

- The sale, availability or distribution of alcoholic beverages to anyone under the age of 21 is strictly prohibited. Venue personnel and/or SDMS staff members are required to verify identification that the conference participant is legally able to consume alcoholic beverages.
- In order to reduce risk and ensure the safety and well-being of conference participants, the SDMS will handle alcohol consumption through the distribution of drink tickets and cash sales for gatherings with more than 100 people.
- Beer or wine is standard when alcoholic beverages are served. Hard liquor will not be served unless approved by the SDMS Board of Directors.

- All alcoholic beverages must be consumed within the serving area. No containers, either open or closed, may be taken from the event premises and no alcoholic beverage may be brought in by participants.
- Venue personnel and SDMS staff have the right to refuse to serve alcohol to any person who appears intoxicated and/or disruptive.
- Conference participants who do not adhere to these policies are subject to removal from the premises and possible removal from all SDMS Annual Conference functions, including education sessions.

### **Drugs and Smoking**

The SDMS has designated SDMS Annual Conference meeting spaces and the SDMS Exhibit Hall as a “drug-free and smoke-free” environment. Participants may not use, possess, distribute, sell or be under the influence of illicit drugs or prescription drugs that impair safe and appropriate behaviors while attending the SDMS Annual Conference.

Smoking of tobacco products or e-cigarettes is permitted only in restricted areas designated and clearly marked by the host venue.

### **Legal Marijuana Use**

Some states (e.g., California, Colorado, Oregon, etc.) have enacted laws that allow individuals to purchase, possess, and use marijuana and related products (e.g., brownies, candy, etc.). However, no marijuana or related products may be possessed or used at SDMS functions occurring during the SDMS Annual Conference.

### **USE OF THE SDMS LOGO & SDMS ANNUAL CONFERENCE GRAPHICS (AC 1.14)**

- The SDMS, the SDMS Foundation, and the SDMS Annual Conference graphics may be used only with written permission from the SDMS.
- No endorsement by the SDMS of exhibitors’ products or services, expressed or implied, is permitted.
- The sale of products and services at the SDMS Annual Conference does not constitute an endorsement by the SDMS.
- The use of the SDMS logo and SDMS Annual Conference graphics must comply with the SDMS Advertising Policies.