



GMCVirtual2020

Discover a new way of learning

PARTIES: Gas Machinery Research Council ("Association") agrees to sell a sponsorship and/or exhibit space in the form of an exhibit booth as described in this contract in the designated exhibition area of the **Virtual Exhibit Hall** ("Exhibition Venue") to the individual(s) or company named below ("Exhibitor") and/or ("Sponsor").

CANCELLATION POLICY: Sponsorships are non-cancellable. If written cancellation is received from Exhibitor on or before **September 1, 2020** ("Early Termination Date"), 100% of the commitment will be released. Booth cancellations after **September 1, 2018** ("No Refund Date") will be liable for the entire booth fee, even if the booth space is resold.

SPONSOR AND EXHIBITOR

DESCRIPTION: Sponsors and exhibitors will be asked to submit a 50 word company/ organization description. After this contract has been accepted by GMRC, you will receive an email asking you to submit information for the Conference Program, GMC Today. Promotion of your sponsorship will begin after payment is received.

EACH VIRTUAL BOOTH INCLUDES:

Company name and description in the conference program and GMRC website if signed before program deadline. Virtual Exhibitors may designate up to 10 company employees who will be able to access the booth to work the booth.

- Exhibitors will receive unlimited client "Exhibit Only" preferred guest passes available at no cost

SIGNATURE OF ACCEPTANCE: By signing this application, you confirm you have read the terms and conditions of the contract.

TERMS AND CONDITIONS: Included in and made a part of this contract are the terms and conditions appearing on page 3.

Exhibits: Sign and return to:
Lori Schirpke-Jorday at Lori.Schirpke-Jordan@southernngas.org.

Advertising and Sponsorship:
Telesa Walton at
Telesa.Walton@southernngas.org

To obtain ACH information:
Tracy Honea at
Tracy.Honea@southernngas.org

Submit Logo to:
Meg Newell at
Meg.Newell@southernngas.org

EXHIBIT, SPONSORSHIP & ADVERTISING CONTRACT

GMC Annual Conference and Exhibition OCT 5-14, 2020

Exhibit Hall Date(s): OCT 5-14, 2020

Location: Virtual

Please complete this form and return to :

Exhibitors: Lori Schirpke-Jordan at Lori.SchirpkeJordan@southernngas.org

Advertising & Sponsorship: Telesa Walton at Telesa.Walton@southernngas.org

Exhibit Booth Rates (Member) (US Dollars)

Non-member rate plus 25%; Paying by Cash or ACH, Please Select the Cash Payment Option and receive a 3.5% discount.

Premium Booth:

Early: Secured by 8/31: \$

Regular: Secured after 8/31 and before 10/1 \$

Late: Secured 10/1 and after \$

Standard Booth:

Early: Secured by 8/31: \$

Regular: Secured after 8/31 and before 10/1 \$

Late: Secured 10/1 and after \$

Total Cost

Eligible for Cash Discount?

Cash Discount Price:

Non-member Price:

Please complete information as you would like it to appear in the final program:

Company Name _____ Website _____

Address _____

City _____ State/Province _____ Postal Code _____

Payment Method

Please invoice my company at the above address. I understand payment is due upon receipt of invoice. (Invoice will be delivered to billing contact by email unless instructed otherwise.)

Billing Contact _____ Email _____

Please charge my credit card: Visa MasterCard American Express

Name on Card _____

Card # _____ Exp. Date _____ Security Code _____

Address of Card _____

Signature for Credit Card Authorization _____

By executing and delivering this contract, I hereby acknowledge that I am authorized on behalf of the Exhibitor/Sponsor to enter into this contract. I have read, understand and agree to the terms, conditions and procedures on both pages (see Terms and Conditions-Page 2) of this contract.

Authorized Signature _____ Date _____

Name (please print name and title) _____

Contact to Receive all Exhibit Materials _____

Phone _____ Email _____



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SPONSORSHIP & ADVERTISING PACKAGES

GMC Annual Conference and Exhibition OCT 5-14, 2020

Exhibit Hall Date(s): OCT 5-14, 2020

Location: Virtual

Please complete this form and return to :

Advertising & Sponsorship: Telesa Walton at Telesa.Walton@southernngas.org

Sponsorship and Advertising Rates (Member) (US Dollars)

Non-member rate plus 25%; All Sponsorship and Advertising orders must be by check or ACH transfer.

Hero Sponsorship (1 available)

Super Sponsorship (2) (1 SOLD)

Major (7)

Category Exclusive (14) (1 SOLD) Add

On - Keynote

Add On - Coffee Break

Add On Air Regulatory Speaker (SOLD)

Add On - Morning Daily Brief

Add On - Ask An Expert (3)

Add On - Weekly Wrap Up

Add On - Future Leaders

Add On - Custom Survey

Add On - Peoples Choice

Add On - Branded Waiting Room

Add On - Speaker Swag Bag

Advertising - Video Ad

Advertising - Full Page

Advertising - 3/4 Page Island

Advertising - 1/2 Page

Advertising - 1/4 Page

Non-Member Price

Total Cost

GMC's Annual Conference and Exhibition | Terms and Conditions - Page 3 of Contract

ENTIRE AGREEMENT. These Terms and Conditions along with the Contract identified above (the "Contract") merge, integrate and supersede any prior negotiations and agreements between the parties, whether written or oral, concerning the subject matter hereof and constitute the entire agreement by and between Exhibitor and the Association. Any use of the phrase "these Terms and Conditions" shall be deemed to include the Contract to which these Terms and Conditions are attached or to which these Terms and Conditions relate.

COMPLIANCE WITH LAWS. Exhibitor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations ("Law(s)") and any rules and regulations that may be promulgated by the Association and/or the Conference and Exhibition Venue from time to time, including, without limitation, the Exhibition Services Manual. Exhibitor shall obtain, at its sole expense, any and all permits and/or licenses necessary for its participation in the Conference and Exhibition.

ASSIGNMENT OF EXHIBITION SPACE. The Association will use good faith efforts to accommodate Exhibitor's request for Exhibition Venue space ("Space"). The Association shall notify Exhibitor of the location of its Space by delivering to Exhibitor a Notice of Space Assignment. If the Association cannot accommodate Exhibitor's Space request, the Association will notify Exhibitor of available remaining Space. Exhibitor shall have the right to select a Space from such remaining Space. Such remaining Space shall be assigned on a first-come, first-served basis. The Association shall assign the Space to Exhibitor for the period of the Conference and Exhibition, provided the Exhibit Venue is made available to the Association for such period. Such assignment shall be made for the Conference and Exhibition identified in the Contract and shall not imply that the same or similar space will be held or offered for future Conferences and Exhibitions held by the Association. The Association reserves the right to modify the Floor Plan, in its sole discretion, as may be necessary for the best interests of the Conference and Exhibition and for the safe and efficient operation of the Conference and Exhibition.

RELOCATION. Although it is the intention of the Association to make permanent assignments of the Space, the Association may have to relocate Exhibitor's Space to a different location on the Floor Plan. In the event of relocation, the Association shall promptly notify Exhibitor of such relocation.

PAYMENT. Exhibitor shall pay to Association the full contract price no later than 30 days from invoice date or two weeks prior to the beginning of the Conference & Exhibition, whichever occurs first, unless an alternative payment plan is agreed to in writing. If Exhibitor fails to make such payments, Association shall have the right to immediately terminate the Contract and rent the Space to another exhibitor, or eliminate or maintain vacant the Space without further obligation to Exhibitor, provided, that Exhibitor shall not be relieved of any of its obligations under these Terms and Conditions, including, without limitation, its payment obligations.

TERMINATION. The Association shall have the right to immediately terminate the Contract if: (A) Exhibitor breaches any of these Terms and Conditions; (B) the Association determines, in its sole discretion, that Exhibitor is not eligible to participate in the Conference and Exhibition or Exhibitor's products and services are not eligible to be displayed at the Conference and Exhibition; or (C) Exhibitor's employees are on strike and are picketing or otherwise demonstrating in the vicinity of the Exhibition Venue during the period of the Conference and Exhibition. If the Association elects to terminate the Contract, the Association shall have the right, in addition to any other remedies it may have under these Terms and Conditions or at law or in equity, to close the exhibit located in the Space, repossess any property of the Association or the Venue Provider (as defined below) used by Exhibitor, and remove Exhibitor's property from the Space and Exhibition Venue.

CANCELLATION AND WITHDRAWAL. Sponsorships are non-cancelable. If written cancellation is received from Exhibitor on or before **September 1, 2020** ("Early Termination Date"), 100% of the commitment will be released. Booth cancellations after **September 1, 2020** will be liable for the entire booth fee, even if the booth space is resold. If Exhibitor desires to cancel or withdraw from the Conference and Exhibition, Exhibitor shall immediately notify Association of such decision in writing. In such event, Exhibitor shall forfeit all exhibitor and technical registrations, any loyalty points that would have been acquired by Exhibitor as a result of its participation in the Conference and Exhibition, as well as any items offered with the Space. Exhibitor will be subject to the provisions under the TERMINATION section of this contract.

ASSIGNMENT AND SUBLETTING OF SPACE. Exhibitor shall not assign, sublet, or share all or any portion of the Space, or display any third-party equipment, materials and/or services, without the prior written consent of the Association.

CONFLICTING MEETINGS AND SOCIAL EVENTS. In the interest of the success of the Conference and Exhibition, Exhibitor agrees not to extend invitations to social events, call meetings, or otherwise encourage absence of any other exhibitors, registrants or members of the Association from the Conference and Exhibit at any time during the Conference and Exhibition, except on those days and during those times that the Association designates for such activities.

LIMITATION OF LIABILITY. THE ASSOCIATION'S LIABILITY TO EXHIBITOR HEREUNDER SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNTS PAID TO THE ASSOCIATION BY EXHIBITOR PURSUANT TO THE CONTRACT. IN NO EVENT SHALL THE ASSOCIATION BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE THEORY OF RECOVERY UPON WHICH SUCH DAMAGES MAY BE BASED AND REGARDLESS OF WHETHER OR NOT THE ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

INDEMNITY. Exhibitor shall indemnify, defend and hold harmless the Association, its directors, officers, employees, agents, service contractors, and the owner, lessor and/or manager of the Exhibition Venue (the "Venue Provider") from any and all liability, damage, cost, or expense arising out of or connected with: (A) the death of, or injury to, any person visiting or using Exhibitor's Space, or any loss, theft, damage or injury to property, resulting directly or indirectly from any act or omission of Exhibitor, its employees, agents or contractors; or (B) the failure of Exhibitor to comply with any of these Terms and Conditions or the terms and conditions of the contract entered into by the Association and the Venue Provider. By signing the Exhibit and Sponsor Contract (page 1), the exhibitor hereby represents and warrants to Association that none of the exhibit materials or materials provided to Association infringe any copyright, trademark, or the intellectual property rights of another person.

EXHIBITION HOURS AND DATES. Hours and dates for installing, constructing, operating, displaying and dismantling exhibits shall be those specified by the Association in the Exhibitor Services Manual. All exhibits must be open for business during exhibit hours. Under no circumstance shall the dismantling or packing of an exhibit begin before the official close of the Conference and Exhibition.

EXHIBIT DISPLAYS. CARPET OR FLOOR COVERING REQUIRED. Exhibitor's entire exhibit shall be confined to the Space as identified in the Floor Plan, and under no circumstances shall merchandise, equipment, trunks, cases or packing materials be left in any aisle or other-wise block access to any other exhibit or entrance or exit of the Exhibition Venue. No trunks, cases or packing materials shall be brought into or out of the Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Space, project above or beyond limits of the Space, or be pasted, taped, nailed or tacked to walls of the Exhibition Venue. The exhibit hall is carpeted with standard grade carpeting.

UNION LABOR. Exhibitor shall comply with all union regulations applicable to the installation, construction, operation and dismantling of its exhibit.

FIRE RULES. Exhibitor shall not pack merchandise in paper, straw, excelsior or any other flammable material. All cartons stored in the Exhibition Venue shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by Law, Exhibitor shall have on hand in its Space, a notarized affidavit establishing that its display material has been treated during the past year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of Law.

PLAYING OR REPRODUCTION OF MUSIC. Exhibitor shall not provide or permit the use of music in any form or at any time unless: (A) if the music is copyrighted, Exhibitor shall in advance obtain and provide a copy to the Association of the written license to use said music at the Exhibition Venue from the owner of the copyright of said music, and (B) whether the music is believed to be copyrighted or not, Exhibitor shall obtain in advance from the Association a written consent to the providing of such music by Exhibitor. Exhibitor specifically agrees that in the absence of full compliance with (A) and (B) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of any copyright infringement claim arising with respect to the use by Exhibitor of music, all of the provisions of the INDEMNITY provision of this Contract will be applicable. The Association shall have the power to make any reasonable settlement, without the consent or approval of Exhibitor, to resolve any dispute which may arise between the Association and anyone attempting to enforce a copyright, which settlement shall be binding on Exhibitor insofar as holding the Association harmless and indemnifying the Association are concerned. Exhibitor expressly agrees that the Association may, at Exhibitor's expense, take any legal action appropriate to ensure compliance by Exhibitor with this Section, including the obtaining of any injunction against Exhibitor.

FUTURE EXHIBITIONS. In addition to the Association's right to terminate the Contract pursuant to these Terms and Conditions, the Association may refuse to consider Exhibitor for participation in future exhibitions organized and held by the Association.

INABILITY TO HOLD CONFERENCE; CHANGE IN SCHEDULED DATES. If because of war, strike, the destruction, construction or renovation of the Exhibition Venue, government order, terrorist act, act of God, pandemic or other cause beyond the control of the Association, the Conference and Exhibition or any part thereof is prevented from being held, the Association shall be relieved of its obligations under these Terms and Conditions. In regard to Exhibitors, the Association shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by the Association and reasonable compensation to the Association, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid by Exhibitor. If the Event proceeds in an alternate format, i.e. Virtual, the event is considered "not canceled". In regard to Sponsors, Sponsorships are non-refundable. The Association shall determine the remaining aggregate value of the sponsorship fees as of the date of cancellation or postponement, and apply the remaining sponsorship value to an upcoming conference as agreed to by the parties. Exhibitor(s) and/or Sponsor(s) acknowledge and agree that the Association may be required to change the scheduled dates of the Conference and Exhibition as set forth in the Contract for reasons beyond its control or for reasons that, in the sole judgment of the Association, will benefit the Conference and Exhibition and the participating exhibitors and sponsors. In the event that the Association is required, or decides, to change the dates of the Conference and Exhibition, the Association will make its best efforts to notify exhibitors and sponsors in writing of such change at least sixty (60) days prior to the dates originally set forth in the Contract.

SEPARABILITY; WAIVER; REMEDIES. If any part of these Terms and Conditions is found invalid, the remaining provisions shall remain unaffected and enforceable. The Association's failure at anytime to require Exhibitor's strict compliance with any part of these Terms and Conditions shall not thereafter waive or reduce the Association's right to require strict compliance with the same or any other provision of these Terms and Conditions in any later instance. The remedies afforded the Association herein are cumulative and are in addition to all remedies the Association may be entitled to at law or in equity.

JURISDICTION; VENUE; GOVERNING LAW. Exhibitor and/or Sponsor hereby consents to the exclusive jurisdiction of the federal and state courts of Dallas, Texas. Any dispute arising under these Terms and Conditions that is not settled by agreement between the parties shall be settled exclusively by appropriate legal proceedings in the Court of Common Pleas of Dallas County, Texas or the United States District Court for the Texas. These Terms and Conditions, having been executed in Dallas, TX, shall be governed by and constructed in accordance with the Laws of the Texas without regard to its rules or principles regarding conflicts of laws.

AMENDMENTS. Except as provided herein, no change in or addition to these Terms and Conditions shall be valid as between the parties hereto unless set forth in a writing which is signed by an authorized representative of both parties and which specifically states that it constitutes an amendment or addendum to these Terms and Conditions.

BINDING EFFECT. These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, or other legal representative.