

TERMS OF AGREEMENT FOR EXHIBIT SPACE

GMRC GAS MACHINERY CONFERENCE

October 3 - 7, 2021 – Kentucky International Convention Center
Louisville, KY

1.0 DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have the following meanings:

The term '**GMRC**' shall mean Gas Machinery Research Council.

The term '**Authorities**' shall mean any federal, state or local government agency with jurisdiction over the Exhibition Venue, including the Fire Department.

The term '**Barter**' shall mean any exchange of goods and services between SGA and the Participant.

The term '**Booth**' shall mean a specific floor area of the 'Exhibition Venue' which has been contracted.

The term '**Booth Coordinator**' shall mean any employee, servant or agent appointed by the Exhibitor to coordinate the Exhibitor's Participation at the Exhibition.

The term '**Booth Partner**' shall mean any Business, Company, Organization, Partnership, Firm or individual with whom the Participant has agreed to share the Exhibition Space or Booth at the Exhibition for purposes of exhibiting.

The term '**Contract**' shall mean the Contract for Exhibition Participation entered into between SGA and the Exhibitor or Participant, which incorporates these Terms and Conditions.

The term '**Exhibition Space**' shall mean any Exhibition Booth, display or other area defined in the contract.

The term '**Exhibitor**' shall mean any Business, Company, Organization, Partnership, Firm or individual to whom a Booth has been allocated for the purpose of exhibiting and who is responsible for appointing an employee, servant or agent to coordinate the Exhibitor's Participation (Booth Coordinator). All Exhibitors are also Participants.

The term '**Exhibitor Appointed Contractor**' shall mean any company other than the designated official contractors that provide services such as display installation and dismantling, booth hostesses, florists, photographers, audio visual firms, etc. and need access to the show floor at any time during set-up, exhibition dates or dismantling.

The term '**Exhibitor Manual**' shall mean the online manual to be prepared by Show Management with access given to Participants prior to the Exhibition setting out practical aspects of their Participation and of the Exhibition.

The term '**Exhibition Venue**' shall mean the location that the show is taking place.

The term '**General Service Contractor**' shall mean the Contractor appointed by SGA to perform the necessary exhibition services and provide rental equipment at the exhibition.

The term '**Intellectual Property Rights**' shall mean all copyright and related rights, trademarks, trade names and domain names, logos, rights in design, rights in computer software, and any other intellectual property rights.

The term '**Landlord**' shall mean the owners and management of the appointed Exhibition Venue, its employees or agents.

The term '**Show Management**' shall include all employees, servants and agents of SGA, organizers of SGA.

2.0 RULES AND REGULATIONS

Booth Information: Each ten foot by ten foot booth will be furnished with pipe and drape, one (1) eight foot table, two (2) chairs, and one (1) waste basket. One person is included in booth fee to work the booth. No exhibit, including its supports, will exceed the boundaries of the exhibitor's display space.

Use of Space: The exhibitor lessee and its agents shall not occupy any other space or place, except as allotted to them by the contract. **This includes not having hospitality suites or to plan social or food functions during scheduled Conference activities.** No exhibitor lessee shall assign, sublet, or share the allotted space in whole or part, **nor exhibit any other goods or services other than those manufactured or distributed in the regular course of business by the exhibitor lessee.**

Insurance: It shall be the responsibility of each exhibitor to maintain such insurance against injury to person or damage or loss of property in such amounts as the exhibitors deem adequate. Insurance protection will not be afforded to the exhibitor either by the lessor (GMRC), the Kentucky International Convention Center or Freeman Company.

Security: Reasonable care and security during the open hours of the trade show from the beginning of set-up through dismantling is our policy. GMRC, the Exhibit Hall facility, and the service contractor, however, are not responsible for any loss, theft, or damage of property belonging to the exhibitor, exhibitor's employees, or exhibitor's representatives.

Character of Exhibits: The lessor, in its sole discretion, reserves the right to restrict exhibits which, because of noise, size, methods of operation or for any other reasons, become objectionable and also to prohibit and evict any exhibit which, in the opinion of the lessor, may detract from the general character of the display. This reservation includes persons, things, conduct, printed matter or anything of the character which may be objectionable to the exhibit as a whole. In the event of such restriction or eviction, the lessor is not liable for any refunds or rentals or other exhibition expense. No exhibit shall violate any municipal, state, or federal law, rules or regulations, including safety codes. **All display materials must be flame retardant.**

Liability: This agreement shall not constitute or be considered a partnership, employer-employee relations, joint venture or agency between GMRC and the exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend GMRC from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including, but not limited to cost, interest and attorney's fees) which GMRC may incur, suffer, be put to, pay or be required to pay incident to or arising directly or indirectly from any intentional or negligent act or omission by exhibitor or any of its employees, servants, or agents, subject to the provisions herein.

Exhibitor further agrees that GMRC and their respective agents and employees shall not be responsible in any way for (a) damage, loss or destruction of any property of exhibitors or (b) injury to exhibitor or its representative, agents, employees, licensees, or invitees; and agrees to and does indemnify, hold harmless and defend GMRC from any claims arising out of damage, loss or destruction under (a) or (b) herein.

Hold Harmless Clause: The exhibitor assumes the 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 exposition premises and shall indemnify and hold harmless the exposition side, GMRC, their agents, servants and employees from any and all such losses, damages and claims.

Inability to Hold Show: If because of war, fire, strike, exhibit facility construction or renovation project, government regulations, public catastrophe, act of God or the public enemy, or other cause beyond the control of GMRC, or any part thereof, is prevented from being held or is canceled, or the Exhibit space becomes unavailable, GMRC, in its sole discretion shall determine and refund to the exhibitor its' registration and booth fees after deducting expenses incurred by this meeting and reasonable compensation to GMRC, but in no case shall the amount of the refund to the exhibitor exceed the amount of exhibitor fee paid. GMRC shall have no other further liability to the exhibitor. The exhibitor may consider obtaining appropriate insurance coverage at its cost and expense for this contingency.

Advertising Material: Circulars or advertising matter may be distributed from the exhibit booth only. **Advertising material may not be placed on the meeting room seats or tables or on tables outside the exhibit booth.**

Conditions of Payment: All payments under this Contract should be made in US Dollars, with interest due on Outstanding Payments. Interest will be chargeable on any payments still outstanding after the due date or, for Exhibition Booths still outstanding at the commencement of the exhibition, at a rate of 5% per month. Payment for Exhibition Booths are due within 10 business days of registering for your booth. **IN NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A BOOTH IF THE PARTICIPATION FEE HAS NOT BEEN PAID IN FULL.** Exhibitor is entitled to 97% refund up to 14 days prior to the show. Credits will be issued within 14 days prior to show. Refunds will not be issued within 14 days prior to show unless GMRC cancels the Contract or reduces the size of the Exhibitor's Booth, for reasons other than non-payment by the Exhibitor. GMRC will be entitled to retain or collect 100% of the Exhibitor's total Contract obligation if the Exhibitor cancels or reduces the size of their Exhibition Booth. The acceptance by GMRC of a deposit with an application does not in any way constitute acceptance of the application or grant of permission to exhibit. If an application is denied a full refund of the deposit will be made promptly.

The Exhibitor agrees that in the event a Booth of a greater size is selected, assigned, or allotted to it at its request or with its consent, it will pay the additional amount required promptly upon receipt of notice to that effect.