



# TERMS OF AGREEMENT

## 1. CONTRACT FOR EXHIBIT SPACE:

The submission of a duly signed application contract for exhibit space with appropriate payment constitutes an unqualified offer to accept exhibit space assigned pursuant to the provisions hereof. Upon acceptance by GTP Management Services International, LLC, as provided herein, this agreement shall constitute a binding contract for exhibit space at the 2017 TSA Sponsored NIH Research Festival Exhibit ("The Show"). The terms "the Association" or the Conference Sponsor" shall mean the Technical Sales Association or its officers, directors, agents or employees authorized to act for it in the management of the Show.

## 2. SELECTION OF EXHIBITORS:

Exhibitors shall be selected from those companies generally providing products or services related or of interest to the biomedical research industry. In its role of Exposition Management, GTP reserves the right to select or reject, in whole or parts, any company or product for inclusion in the Show, and shall have the right to exclude or to require modification, in whole or in part, of any exhibit which, in its sole discretion, it considers unsuitable or not consistent with the character of the Show. GTP reserves the right to prohibit the use of any electronic equipment or audio or visual displays or presentation which, in its sole discretion, in whole or in part, it considers objectionable. GTP reserves the right to demand that any persons associated with an exhibit demonstrating improper, objectionable or inappropriate appearance, conduct or demeanor alter such appearance, conduct or demeanor, subject to removal from the Show.

In the event an Exhibit is uncertain whether a certain exhibit, or any portion thereof, is consistent with the Show's standard, such exhibitor is strongly advised to contact the Exposition management in writing to obtain a ruling with respect to the exhibit's suitability sufficiently in advance of the commencement of the Show to obtain this ruling. Exhibitors shall be responsible for the compliance of their exhibits with the Show standards as set forth herein and are further responsible for informing all interested parties of the standards to which their exhibits are subject. All Exhibitors are expressly urged to request an advance suitability ruling from GTP at least sixty (60) days prior to the commencement of the Show.

## 3. USE OF EXHIBIT SPACE:

**A. Parties entitled to use:** Exhibitor shall not assign, or share in whole or in part, its exhibit space.

**B. Unauthorized Activities:** Activities in any exhibit space that are contrary to law or the rules of the Show, or which will disturb exhibitors in the immediate area are prohibited and constitute grounds for termination and removal of an exhibit without right of refund. Only duly registered Exhibitors and their duly registered employees shall be permitted to display or demonstrate any products, processes or services, solicit orders, or distribute advertising, promotional, or other materials at the Show. No person shall wear any identification materials of any organization other than that of the Exhibitor. Any infringement of these regulation may result in the termination and removal of the Exhibitor without right of refund. Exhibitors shall not enter the booths of other Exhibits without invitation. Exhibits may not solicit a visitor from one exhibit to its own. Each Exhibitor shall remain within its own exhibit space in distributing literature, product samples, or other materials or conducting any promotional or other activities. The aisles of the exhibit area may not be used for any of the aforementioned purposes. Exhibitors may not serve or dispense food or beverages of any type from their exhibit space without prior written approval of Exposition Management. Balloons or similar air or helium-filled items are not permitted within the exhibit space.

**C. Construction of Booths:** Booths shall be constructed a 8 high x 8' wide pipe and drape structure with a 5' depth from the backwall. A standard 7" x 44" identification sign will be affixed to the top of each back board, no attachment sign, or extension of a booth may exceed the 8' height or the 5' depth of the booth area. However actual products or equipment that exceed the 8' maximum when in contact with the show floor may be displayed. No booth shall be bridged or connected across the aisle in any way to an adjacent booth.

## 4. EXHIBITOR SERVICE MANUAL:

GTP shall prepare and distribute to Exhibitors an Exhibitor Service Manual containing general and technical information regarding the Show, instructions, rules, regulations, and other pertinent information prior to the Show's commencement date. Inquiries regarding items not included in the manual should be addressed in writing to the Exposition Management at least 45 days prior to the Show's commencement date.

## 5. SPACE ASSIGNMENT AND FLOOR PLAN:

GTP will assign the Exhibitor space on a first-come first served basis and as available. GTP reserves the right to make its allocation of exhibit space or to change the space allocation at any time based upon space availability or other considerations. The floor plan submitted by GTP is believed to be generally accurate, but GTP makes no warranties or representations with respect to actual measurements.

## 6. MAINTENANCE OF EXHIBITS:

All exhibits shall be adequately staffed during Show hours. Exhibits shall not be removed until the conclusion of the Show. Upon the conclusion of the Show, all exhibits and related materials must be removed promptly, in no event later than the time specified in the Manual or rules. Any property remaining thereafter shall be packed, shipped or stored at the discretion of the Official Service Contractor at the expense of the Exhibitor.

## 7. CANCELLATION:

An exhibitor shall have the right to cancel this Agreement at any time by written notice to GTP. If notice of cancellation is received by GTP on or before August 1, 2017 GTP will refund 50 percent of the Exhibit's total space fees paid provided that the Exhibition is sold out entirely of all available space at the time of the staging of the show. All refund amounts will be issued approximately 4 weeks after the show's close. If notice of cancellation is received by GTP after August 1, 2017, no refunds will be made. Under all circumstances GTP retains the right to relet any booth space cancelled by Exhibitor without any liability to Exhibitor. If booth is not set by opening of exhibit, show management will assume that company will not be exhibiting and has right to resell space.

## 8. SAFETY PRECAUTIONS:

All exhibit material must conform to applicable fire and safety codes and practices. All display material and decorations must be flameproofed. Combustible decorations, such as crepe or tissue paper, cardboard or corrugated paper, may not be used at any time. All packaging containers and materials shall be removed from the floor and may not be stored under tables or behind displays. All electrical equipment must be in good operating condition and must meet the requirements of all applicable fire and safety codes. Displays are subject to inspection for safety by the Exposition Management and by the local fire department

## 9. INDEMNIFICATION:

Exhibitor hereby agrees to indemnify and hold harmless, the Sponsor, GTP and the host facility, their managers officers, directors, sponsors, employees, agents successors, and assigns from any suit, action, or claim, whatsoever, including for personal injury or property damage, lost profits or for loss of use of property by whomsoever sustained, relating to or arising out of Exhibitors participation in Show.

## 10. INSURANCE:

All property of the Exhibitor is understood to remain under its custody and control in transit to and from and within the confines of the exhibit area. The Sponsor, GTP and the host facility do not maintain insurance covering Exhibitor's property. Exhibitor shall carry comprehensive general liability coverage, including Premises. Operations and Contractual Liability coverage of at least \$1,000,000 per personal injury liability, and \$1,000,000 for Property Damage Liability, and statutory Workmen's Compensation with Employers's Liability with a limit of at least \$100,000. Certificates of insurance shall be furnished if required by GTP or the Sponsor.

## 11. ATTENDANCE:

GTP and the Sponsor shall have sole control over admission of visitors to the exhibits according to the rules and regulations of the Show or as established by the Exposition Management.

## 12. EXHIBITOR SERVICE DESK:

An Exhibitor service desk will be maintained during the effective dates of the Show.

## 13. SECURITY:

Security guards shall be furnished during the hours the Show is closed. However, the furnishings of security guards shall not result in any liability of GTP, or the Sponsor to Exhibitor or any other party. After official Show hours, only persons with proper identification badges shall be allowed in the exhibit hall.

## 14. EXISTING REGULATIONS:

Exhibitor must abide by existing agreements and regulations concerning the use of services or labor in the exhibit facility.

## 15. MEETINGS:

No Exhibitor shall hold any meetings, events or hospitality suites that conflict with the Show or conference hours.

## 16. DEFAULT:

In the event of any violation by an exhibitor of the provisions of this Agreement of the applicable Rules and Regulations, an Exhibitor will not be permitted to install its exhibit, and may be subject to termination and eviction without refund.

## 17. AMENDMENTS:

Any and all matters not specially covered by the preceding rules and regulations and the rules and regulation contained in the Exhibitor Service Manual shall be subject to the determination of GTP or the Conference Sponsor. GTP or the Conference Sponsor shall have the full power in interpret, amend, enforce these rules and regulations, provided reasonable notice of any amendments is provided to the Exhibitors. Each Exhibitor, for itself and its employees, agents and representative, agree to abide by the foregoing rules and regulations and by any amendments or addition thereto.

## 18. FORCE MAJEURE:

In the event that the exhibit facility or any part of the exhibit area is unavailable, whether for the entire Show, or a portion of the Show, as a result of fire, flood, act of nature or any other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which GTP or the Sponsor have no control, or should GTP or the Conference Sponsor decide that because of any such cause it is necessary to cancel, postpone, or alter the location of the Show, or reduce the time for installation of exhibits, conduct of the Show, or removal of exhibits, neither GTP nor the Conference Sponsor shall be liable to indemnify or reimburse the Exhibitor with respect to any alleged damage or loss, director or indirect, arising as a result thereof.

## 19. LAWS APPLICABLE:

This contract shall be governed by the law of the State of Georgia and shall be construed and interpreted thereunder.