



NON-PROFIT

# GCAGS 2010 Exhibit Space Application/Contract

2010 GCAGS Annual Convention • October 10-12 • San Antonio, Texas

The undersigned (hereafter called the "Exhibitor") hereby applies for exhibit space in the Exhibition of the 2010 Annual Convention of the Gulf Coast Association of Geological Societies ("GCAGS"), to be held at the Henry B. Gonzalez Convention Center, San Antonio, Texas, October 10-12, 2010 (the "Exhibition").

Company Name: \_\_\_\_\_ Div., if applicable \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State or Province/ZIP or Postal Code/Country: \_\_\_\_\_

Contact Name for Exhibit Coordination: \_\_\_\_\_

Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_

Fax (with area code): \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

**1 EXHIBIT SPACE RENTAL:** Exhibit space is rented in 100 sq.ft. increments at the rate of \$4.50 per sq. ft. The Exhibitor encloses a deposit of 100% of the total cost of space to be rented.

**2 CALCULATION OF TOTAL COST OF SPACE TO BE RENTED:**

NO. OF 100 SQ.FT. SPACES	X	\$450.00	=	TOTAL COST OF SPACE	DEPOSIT ENCLOSED
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**3 ACCEPTANCE:** Once countersigned, this contract shall be binding upon its acceptance as set forth below. Not less than 60 days prior to October 10, 2010, the first general move-in date of the Convention, Convention Decorating Service, the official general service contractor, will send to the Exhibitor a copy of the 2010 Exhibitor Service Manual, in either on-line or CD format. The matters contained in the Exhibitor Service Manual, the Rules Governing Exhibiting found on the reverse side of this Application/Contract, and any correspondence from GCAGS outlining revised booth location or size, floor plan layout, or Additional Rules and Regulations, are part of this contract. The Exhibitor agrees that upon receipt of the Exhibitor Service Manual it will immediately familiarize itself with all the contents contained therein. This is an expressed provision of this contract. The undersigned confirms that he or she has the authority to enter into this contract and hereby agrees to the terms set forth herein:

By: \_\_\_\_\_  
(authorized signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This application shall not be accepted, and shall not be binding upon GCAGS, until executed by its authorized representative. If ever, at which time it shall become a binding contract between the parties hereto.

**4 PAYMENT & SUBMISSION OF APPLICATION:** Execute and return to (keeping a copy for your files):

2010 GCAGS Exhibits  
c/o GEM Global Events Management LLC  
P.O. Box 3471  
Tulsa, OK 74101-3471 USA  
(Express mail address: 1524 S. Cheyenne Ave., Tulsa, OK 74119 USA)

**Make check payable to: 2010 GCAGS Exhibits**

<b>FOR EXHIBITION MANAGEMENT USE ONLY</b>	
DATE APPLICATION RECEIVED	_____
AMOUNT OF DEPOSIT RECEIVED	_____
ACCEPTED FOR GCAGS EXHIBITION MANAGEMENT	_____
ASSIGNED EXHIBIT SPACE	_____
DATE ASSIGNED	_____
EX ID #	_____
INV #	_____

# Rules Governing Exhibiting

**Authority:** GCAGS, or its delegate, is charged with complete responsibility and full authority to enforce all of the provisions of these Rules Governing Exhibiting for the benefit of all concerned. Any exception to or deviation from these rules may be made only by GCAGS. No consent to any variation of any term or condition of this rental contract shall be valid unless in writing with the contract. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given if delivered in person or by registered mail to the Exhibitor at the address given in the contract. GCAGS reserves the right to cancel a contract in the event the Exhibitor violates any of the provisions of the Rules Governing Exhibiting described herein.

**Registration:** Admission to the Exhibition will be by registration badge, booth worker badge, or exhibitor guest badge only. **All registration badges are non-transferable.**

**Exhibition Dates, Hours and Location:** The Exhibition will be held in Hall B of the Henry B. Gonzalez Convention Center in San Antonio, Texas. The Exhibition will be open to attendees:

Sunday, October 10	6:30 p.m. – 8:30 p.m.
Monday, October 11	7:30 a.m. – 6:00 p.m.
Tuesday, October 12	7:30 a.m. – 3:30 p.m.

GCAGS reserves the right to make changes in the opening hours of the Exhibition; however, such changes will be made known as far in advance of the Exhibition as possible. As part of the contract with GCAGS, the Exhibitor must guarantee that their booth will be staffed during all opening hours.

**Assignment of Space:** Priority space assignments will be extended by GCAGS to exhibitors in the 2009 Exhibition of the GCAGS, after which time space assignments will be made on a first-come, first-served basis, based on the date the application and deposit are received. In the event the locations requested have been assigned, GCAGS reserves the right to assign a location nearest to the one requested.

**Cancellations:** This contract may be cancelled by either party without penalty on or before **July 9, 2010**, by giving notice in writing to the other party. GCAGS reserves the right to cancel or terminate this contract at any time and to withhold possession of exhibit space if the Exhibitor fails to abide by any part or provision of this contract. In any event, for cancellations, including reduction of contracted exhibit space, made after July 9, 2010 ("Late Cancellations"), exhibit space rental fees paid by the Exhibitor will be refunded only provided the canceled space can be resold. Refunds on all cancellations will be issued within 30 days after October 12, 2010. A cancellation fee of 25% of the total cost of the exhibit space originally contracted will be assessed on all refunds for Late Cancellations.

**Subletting of Space:** No Exhibitor shall, without prior written consent of GCAGS, assign, sublet, or apportion any space assigned hereunder, or have representatives, equipment, display material, courtesy cards or any other materials from businesses other than their own in their assigned exhibit space.

**Photographing of Exhibitors' Displays:** The Exhibitor understands that photographs of the Exhibition will be taken by GCAGS, its official photographer, and others. The Exhibitor authorizes without charge or cost the reproduction and use in any manner by GCAGS and others authorized by GCAGS of any trademarks, logos, or similar marks or designs owned, controlled, or used by the Exhibitor insofar as the same are included in such photographs, and represents and warrants to GCAGS what the Exhibitor has the authority to authorize such reproduction and use.

**Disclaimer/Liability/Indemnification:** Neither the GCAGS, GEM Global Events Management LLC, the Henry B. Gonzalez Convention Center, the City of San Antonio, nor any of their officers, agents or employees, shall be held liable for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, or employees, resulting from strike, riot, smoke, fire, theft, water, acts of God, accident or any other cause beyond their control. The Exhibitor shall indemnify, defend and hold harmless the GCAGS, GEM Global Events Management LLC, the Henry B. Gonzalez Convention Center, the City of San Antonio and their officers, agents and employees from any and all claims, demands, suits, liability, damages, losses (including death), costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on part of the Exhibitor, any of its officers, agents or employees.

With the exception of the GCAGS Bookstore, the GCAGS holds no interests in any exhibitor. Exhibitors rent exhibit space, exhibitors are independent business entities, and GCAGS is not responsible for any exhibitor's acts or omissions.

**Exhibitor Insurance Requirements:** The Exhibitor shall carry Comprehensive General Liability Insurance, including premises, operations and contractual liability coverage, with limits not less than \$1,000,000 per occurrence and

\$2,000,000 general aggregate for personal injury liability and property damage liability. The Exhibitor shall also carry Worker's Compensation and Employer's Liability Insurance in compliance with applicable laws. An original copy of the Certificate of Insurance must be submitted to the GCAGS upon request.

**Exhibitor Services:** Each Exhibitor will be provided the following free of additional charges: An exhibit space 10 ft. deep, defined by 8-ft. high back drape and 3-ft. high side drapes (in-line and peninsula spaces only), to include standard booth carpet; a 6-ft. skirted table, 2 chairs and wastebasket; and an identification sign. Aisles will be carpeted. GCAGS has appointed exclusive contractors for catering, electrical, plumbing, material handling, rigging, cleaning, show furniture and additional floor covering, telecommunications, audiovisual, and security. The Exhibitor agrees to utilize these appointed contractors for such services. Other services may be furnished by official contractors appointed by GCAGS or by exhibitor-appointed contractors. The Exhibitor may appoint contractors for services other than those listed as exclusive upon written approval of the GCAGS. The request for such approval must be received not less than two weeks prior to the first general move-in date. Exhibitor appointed contractors must qualify for appointment in accordance with the procedures and requirements contained in the Exhibitor Service Manual and may perform services only for an Exhibitor which has received prior written approval for the contractor's appointment. GCAGS may withhold approval of a request for appointment of a contractor for any reason at the GCAGS's sole discretion.

**Installation and Dismantle: Absolutely no children under the age of 18 will be allowed in the Exhibition area during installation and dismantle.** General installation of exhibits may begin at 8:00 a.m. Sunday, October 10, 2010, and must be completed by 4:30 p.m. that day. GCAGS reserves the right to assign labor to set up, at the Exhibitor's expense, any display that is not in the process of being erected by 2:00 p.m. on Sunday. If a booth is completely vacant at 4:30 p.m. on Sunday, GCAGS reserves the right to take possession of the unoccupied space and may resell it without refund to the Exhibitor originally renting the space.

**All exhibits must remain assembled and intact until 1:00 p.m. Tuesday, October 10, 2010, when dismantling may begin.** The Exhibitor expressly agrees not to begin packing or dismantling until that time. All exhibit materials must be completely removed from the Exhibitor's assigned space no later than 8:00 p.m. on that day.

GCAGS will provide perimeter security in the Exhibit Hall between 5:00 p.m. Saturday, October 9 and 8:00 p.m. Tuesday, October 12 and will take reasonable precautions to safeguard exhibitors' property. The Exhibitor should arrange special security through the exclusive security contractor should it feel its items are easily stolen.

**Compliance with Facility Regulations:** The Exhibitor agrees to comply with all relevant regulations of the Henry B. Gonzalez Convention Center. These regulations are available upon request from GCAGS. **The floor load limit in Exhibit Hall B is 300 lbs. per square foot.**

**Force Majeure:** In the event the Henry B. Gonzalez Convention Center or any part of the Exhibition area is made unavailable for the Exhibitor's use for any period of time as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, strike, lockout, labor dispute, riot or any other cause or agency over which the GCAGS has no control, or should GCAGS decide that because of any such cause it is necessary to cancel, postpone or relocate the Exhibition, or reduce the installation time, exhibit hours, or dismantle time, GCAGS shall have no liability to or responsibility to reimburse the Exhibitor with respect to any damage or loss directly or indirectly arising as a result thereof.

**Americans with Disabilities Act:** The Exhibitor understands that the Americans with Disabilities Act (Public Law 101-336) requires that its display be accessible to persons with disabilities and agrees that it is solely responsible for assuring that its display complies with the provisions of the Act.

**Jurisdiction:** This contract shall be governed by the laws of the State of Texas, USA. Time is of the essence of this agreement.

**Exhibitor Correspondence:** Please address all correspondence concerning the Exhibition to:

Bruce Lemmon, CEM  
GCAGS Convention Manager  
GEM Global Events Management LLC  
P.O. Box 3471  
Tulsa, OK 74101-3471 USA  
Email: bruce@gemworldevents.net