



2014 GOMAC

MARCH 31-April 3, 2014 – EMBASSY SUITES, CHARLESTON, SOUTH CAROLINA

CONTRACT FOR EXHIBIT SPACE

The undersigned by the duly authorized officer, agent or employee (hereinafter called "exhibitor") hereby enters into a contract with the GOMAC (hereinafter called "GOMAC") for exhibit space at the 2014 GOMAC on March 31-April 3, 2014, Charleston Convention Center, Charleston, South Carolina (hereinafter called "Facility"). This contract is subject only to (1) the acceptance by counter signature of GOMAC's show management company and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by show management on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall insure to the benefit of the Exhibitor or be binding upon GOMAC. The exhibitor further agrees that if, in the opinion of GOMAC, it becomes necessary the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor. Exhibitors shall abide by all rules as stated or amended in the "Rules and regulations of the Exhibit that shall become part of this contract.

Terms for Rental and Contractual Obligations

- A. **REGULAR EXHIBIT SPACE RATE:** The rental fee for exhibit space is twenty-two hundred and zero cents (\$2,200) per 10 feet x 8 feet.
- B. **DEPOSIT AND PAYMENT TERMS ARE:** For exhibitors choosing three payments, thirty (30%) of the exhibit rental fee is due no later than January 17, 2014, for contracts received on, or before, January 17, 2014. Thereafter, the 30% payment must accompany the contract. An additional twenty (20%) of the exhibit fee is due no later than February 1, 2014. Thereafter, the 50% payment must accompany the contract. The balance of the rental fee is due and payable by February 7, 2014. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the exhibitor.** Each space contracts submitted to GOMAC after February 7, 2014, must be accompanied by full payment of the exhibit space rental fee. Exhibitors will be liable for any cancellation expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. **Please make checks payable to: GOMAC and send payment accompanied by a copy of the signed contract to GOMAC, 411 Lafayette Street, Suite 201, New York, New York 10003. A copy of this contract will be returned to you upon acceptance.**
- C. **CANCELLATION:** In the event the Exhibitor cancels all or part of the exhibit space contracted herein, The Exhibitor must do so in writing by certified mail (to 411 Lafayette Street, Suite 201, New York, New York 10003), and will be obligated to pay GOMAC liquidated damages based on the schedule listed in **Section Cancellation Policy of Rules and Regulations**. Written notice of cancellation must be received no later than January 16, 2014, to be liable for 0% of rental fee due, January 17, 2014 to be liable for 20% of rental fee due, January 31, 2014 to be 50% liable of the rental fee and February 7, 2014 to be 100% liable of the rental fee. Written cancellation on or after February 7, 2014 obligates the exhibitor to pay GOMAC 100% of the rental fee due.

EXHIBIT SPACE: Size _____ ft. x _____ ft. Booth choices: 1. _____ 2. _____ 3. _____

Total Booth Area: _____ Sq. ft. BOOTH COST \$ _____

Name of Company: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Website: _____ Products to be exhibited: _____

We are: Manufacturers _____ Manufacturer Representative _____ Other (please explain) _____

If a manufacturers' representative, list the company or companies whose products will be displayed: _____

Contract Name: _____

Authorized Signature: _____ Date: _____

By signing above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor

Acceptance of this contract by the 2014 GOMAC converts this application into a binding contract between the exhibitor and the 2014 GOMAC, covering all aspects of this contract -- including the booth rental and the rules and regulations in the attached document.

Credit Card Payment Information

Credit card # _____ Expiration Date _____

Authorized by: _____ Date: _____

For Use by Show Management

Exposition Assigned GOMAC 2014 Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____

Accepted for GOMAC or Show Management _____ Date: _____

2014 GOMAC for Exhibit Space

1. Exhibit Hours: Every effort is being made to assure attendees' participation in the Exhibition. An afternoon break on Tuesday and morning and afternoon breaks on Wednesday will be held in an area inside the Exhibit Hall. A Tuesday evening reception will take place inside the Exhibit Hall. Also lunches on Tuesday and Wednesday will take place inside the Exhibit Hall.

Exhibit Hours are as follows:

Tuesday, April 1, 2014 12:00 pm - 8:00 pm
Wednesday, April 2, 2014 9:00 am - 4:00 pm

2. Contract: This application, properly executed by the applicant, shall, upon written acceptance and notification of booth(s) assigned by the GOMACTech Executive Committee or its agent, constitute a valid and binding contract.
3. Qualifications for Exhibiting: Exhibitors must be manufacturers or representatives of manufacturers that produce products or perform services that conform to the subject matter covered by the GOMACTech technical program. GOMACTech reserves the right to accept or reject any exhibitor.
4. Exhibit Space Rental Charge: Exhibit space will be rented at \$2,200 for each 8 ft. deep by 10 ft. wide booth. Payment in full must accompany the signed and completed Exhibit Space Application.
5. Cancellation Policy: If an exhibitor must cancel space already contracted for, the following cancellation fees will be assessed:

After: January 17, 2014 -- 30%

January 31, 2014 -- 50%

February 7, 2014 -- 100%

Cancellation fees will be assessed whether or not the canceled space is reassigned to another company. Cancellation notices must be written and signed by the appropriate company official.

6. Booth Materials Provided by the Conference: Each booth will be supplied with an 8 ft. high cloth drape background with 36 in. high side dividers. Booths will be furnished with one 7 x 44 in. exhibitor identification sign.
7. Exhibitor Registration: Each exhibitor will receive one complimentary registration package for each booth rental. Each package will include a badge for admission to the exhibit area and all technical sessions and a copy of the GOMACTech Digest of Technical Papers. All booth personnel must be U.S. citizens or immigrant aliens. The exhibit area will be restricted to U.S. citizens and immigrant aliens.
8. Security: Security will be provided by the Conference and hotel on a 24-hour basis; however, exhibitors are asked to insure all exhibit material against loss or damage. GOMACTech, Charleston convention Center, Charleston, North Carolina and their officers, employees, agents and representatives will not assume or otherwise be responsible for any injury, loss, or damage to the exhibitor, the exhibitor's officers, employees, agents, or representatives, or their property, however caused.
9. Service Contractor: All exhibitors will receive equipment- and service-order forms at least 45 days prior to the Conference.
10. Freight Movement: All freight sent to the Service Contractor will be placed in exhibit booths by 2:00 pm on Monday, March 31, 2014. Exhibitors may deliver their own equipment directly to the exhibit booths after that time.

11. Installation/Dismantling: The exhibit area will be available for set up Monday, March 31, 2014 from 12:00 pm-5:00 pm. All exhibits must be ready for opening at 12:00 pm on Tuesday, April 1, 2014. Dismantling may begin at 4:00 pm on Wednesday, April 2, 2014 and must be done by 8:00 pm the same evening.

12. Compliance with Local Rules: Exhibitors assume responsibility for compliance with pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire safety and health, and the rules and regulations of operators and owners of the property in which the exhibit is held.

13. Union Jurisdiction: The exhibitors will abide by and comply with rules and regulations concerning local unions having jurisdiction over the hotel in which the exhibit is held, and specifically in the exhibit area and loading docks. Members of this union claim jurisdiction over all the set-up and dismantling of exhibits, including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may set up your exhibit display if one (1) person can accomplish the task in less than one-half (1/2) hour without the use of tools.

14. Teamsters Union: This local claims jurisdiction on the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move material that is hand carried by one (1) person in one (1) trip, without the use of dollies, hand trucks, or other mechanical equipment.

15. Loss or Damage: Because of the tremendous value and peculiar nature of the exhibits, it is impractical for either GOMACTech or Charleston Convention Center, Charleston, North Carolina to insure any exhibitor's equipment against loss, theft, or damage and breakage. Therefore, GOMACTech, Charleston Convention Center, and their officer's, employees, agents or representatives will not assume or otherwise be responsible for any injury, loss, or damage to the exhibitor, the exhibitor's officers, employees, agents or representatives, or their property, however caused. In addition, the exhibitor must assume responsibility for damage to Charleston Convention Center, property and indemnity and hold harmless Charleston Convention Center, and GOMACTech for all liability that might arise out of the exhibit activities, whether or not such liability includes the sole or joint negligence of the sponsor from any cause whatsoever, including property damage, accidents, or injuries to exhibitors, their agents and employees, or to any member of the general public. In view of the foregoing, exhibitors should place such insurance as they deem necessary on their equipment and exhibits and are urged to extend their public liability insurance to cover this exhibit and the contractual liability assumed there with.

16. Americans with Disabilities Act: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitors shall also indemnify and hold harmless GOMAC and PCM against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under this Act.