

CONTRACT TERMS AND CONDITIONS

1. **CONFERENCE AND EXHIBITION.** The Conference and Exhibition is conducted exclusively for the display and demonstration of equipment and related services and the discussion of current concepts, equipment, and applications involving chemical analysis.

The GCC Conference and Exhibition provides a forum for all persons concerned with advancing the sciences and technology of analytical chemistry.

2. **APPLICATIONS.** Applications for booth space must be made on the form provided, completed as requested and accompanied by the required payment.

An application made on behalf of several independent companies, which will jointly occupy the space, must be so indicated. By such application, each is jointly and severally responsible pursuant to this Application and Contract.

Products and services to be displayed must be specified on the application. GCC reserves the right to decline any application for space if, in GCC's judgment, the products or services to be shown or demonstrated are unrelated to GCC's scientific purposes.

3. **EXHIBIT SPACE AND FLOOR PLAN.** The Exhibit space floor plan for this exhibition will normally be maintained as initially offered. GCC reserves the right to modify the plan to the extent necessary for the best interests of the exhibitors and GCC or to correct inaccuracies or errors. GCC also reserves the right to modify the plan to the extent necessary for the best interests of the exhibition. GCC reserves the right to adjust schedules, dates, location, etc. of the exhibition due to acts of God, acts of terrorism, and/or weather events. Notice of these changes will be advertised and published via website, email notification, and/or other means of announcement.
4. **BOOTH ASSIGNMENT.** GCC will assign available booth spaces in the order of receipt of the completed application accompanied by the required payment. Receipt of an acceptable application accompanied by the required amount will take precedence over, and supersede any telephone reservations of space.

Acceptance of this application and official notification of the assigned booth space will be posted on our website at www.gulfcoastconference.com.

If all of an applicant's choices have been previously assigned, GCC will then assign applicant to an alternate space.

GCC reserves the right to assign or reassign booth space so that the arrangement of the exhibit is in the best interest of attendees, exhibitors as a group, and the exhibition as a whole.

Previous year booth positions are reserved for previous year exhibitors until the deadline mentioned on the application. After this date, those reserved spaces that have not been purchased by the previous occupant will be released to new vendors or vendors that wish to change their position by "a first come, first served" basis.

5. **BOOTH SPACE RENT.** The rent for each booth is specified on the application.

The space rent includes standard booth equipment listed in section II of the "Rules and Regulations". Applicants desiring other than standard booth equipment are required to request it through the form located in the exhibitor service packet provided by the official contractor. No rent allowance will be made if standard booth equipment is not desired.

6. **CANCELLATION AND WITHDRAWAL.** Any applicant who cancels the contract, fails to show at the exhibit, or withdraws from the exhibit after application has been submitted, agrees that any amount paid to GCC before cancellation or withdrawal, by payment or otherwise, shall be retained by GCC and applied in whole satisfaction. Reference item 3 above.

7. **INDEMNITY AND LIMITATION ON LIABILITY.** Applicant covenants and agrees to hold and save harmless GCC, the owners,

operators, and managers of the exhibit hall, and the respective officers, agents, and employees of each (collectively referred to as exhibit management) from any and all claims of liability, damage, or expense resulting from any injury to or death of any person, including applicant's employees, agents, and contractors, occurring within the buildings or grounds of the Moody Gardens properties, or resulting directly or indirectly from any act or omission of applicant including any failure of applicant to comply with any of the terms and conditions of this application and contract, any of the conference and exhibit rules and regulations, any rules and regulations of the exhibit hall, and any laws of the City of Galveston, State of Texas, of the United States. Applicant agrees to indemnify each and every member of the exhibit management group for any and all costs and liabilities incurred in defense of any such claim, including all expenses, attorneys' fees, and any judgments awarded or settlement amounts agreed to. It is agreed that exhibit management shall not be responsible for any loss, damage, or theft of any property of any persons, including the exhibitor and its employees, agents, and contractors, while in transit to or from the exhibit hall, while in the exhibit hall or otherwise.

Applicant is a licensee of exhibit space only and not an agent, employee, partner, or joint venture of or with GCC. Applicant agrees that it is solely responsible for its costs of doing business and agrees to hold GCC harmless from any obligations incurred by the applicant as a result of contracting for any goods or services connected with the exhibitor or with the exhibit hall, service contractors, or other persons or companies and to indemnify GCC for any costs or liabilities incurred in defending any such claims against GCC, including attorney's fees, expenses, and any judgments awarded or settlement amounts agreed to.

8. **GOVERNING DOCUMENTS AND LAWS.** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this application and contract for booth space, the exhibit rules and regulations, including any amendments which may be issued, the master lease between GCC and the exhibit hall, and the exhibit hall rules and regulations, copies or pertinent extracts of which are attached and/or available for inspection at GCC during normal business hours. Applicant also agrees to be bound by any deadlines or policies stated in the exhibitor packet which will be provided by GCC.
9. **SURRENDER OF SPACE.** If not cancelled as provided in this contract. Applicant's license for the booth space expires at the earlier deadline for move-out or actual vacation of the booth space. Applicant will surrender the space occupied by applicant at the expiration of the license in the same condition as it was at the commencement of occupation. Applicant assumes sole and total responsibility for any damage to the exhibit hall due to construction, use, or dismantling of applicant's exhibit and will reimburse GCC for any charges assessed by exhibit hall for damage caused by applicant paid by GCC, including charges for failing to vacate the premises in a timely manner.
10. **VIOLATIONS.** The interpretation and application of these terms and conditions and documents incorporated by reference are the sole responsibility of GCC. Violation by applicant of these terms and conditions shall subject the applicant to cancellation of its contract to occupy booth space and to retention by GCC of all monies paid.

GCC reserves the right to restrict exhibits which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any exhibit, which in GCC's sole opinion, may detract from the general character of the exhibition as a whole. In the event of such restriction or eviction, GCC will not be liable for any refunds or expenses of applicant.

If GCC must engage an attorney to collect amounts due under this agreement, applicant agrees to pay all reasonable attorneys' fees and expenses incurred by GCC.

11. **AMENDMENTS.** If any unforeseen event renders it necessary, GCC may amend these terms and conditions and those documents included by reference. All amendments will be published and mailed to each applicant who shall be bound thereby. Any other changes in the terms and conditions and rules and regulations must be in writing and signed by both parties.

RULES AND REGULATIONS

I. EXHIBIT HOURS:

Tuesday, Oct 16th and Wednesday, Oct 17th, 2012 from 8:30 AM – 5:00 PM

II. STANDARD BOOTH EQUIPMENT:

Standard booth equipment is furnished to all exhibitors who occupy linear booth configurations. A request form for other than standard booth equipment is included in the exhibitor packets under BOOTH FURNISHINGS.

Standard booth equipment consists of:

- 1) Draped back wall – 8 feet in height
- 2) Draped side walls – 3 feet in height
- 3) Identification sign – lettered with exhibitor's name
- 4) Two chairs
- 5) 6' Table, draped
- 6) Carpeting, Wastebasket
- 7) Wireless Internet

III. CHARGEABLE BOOTH SERVICES:

Except for those listed in paragraph 5 of the "Contract Terms and Conditions," booth services and/or furnishings required by an exhibitor are not included in booth rent.

GCC arranges for independent "official" contractors to offer exhibitors such services as electrical, telephones, labor, booth furnishings, decorating, and drayage. Exhibitors are solely responsible for engaging these official contractors as required and paying their charges for services.

The rates and order forms for these chargeable services are contained in the service packets sent to each exhibitor from the official contractor.

These official contractors will maintain service desks on the exhibit floor during the entire period of move-in through move-out to execute exhibitor orders.

IV. ELECTRICAL POWER:

Each exhibitor must anticipate its electrical power needs fully so that all other exhibitors will be protected against power shortage.

Any exhibitor who overloads or pulls more current than was ordered will be penalized to the extent that their entire electrical service will be discontinued until the necessary additional lines can be run to the booth. The exhibitor will also be required to pay all charges for having the necessary lines run to the booth.

The exhibitor shall use reasonable care to prevent any interruption in electrical service. Neither GCC, nor their service contractors, shall be held responsible for any breakage of machinery, products or equipment, lost data or information on software, or any other loss of or damage to property, which may occur due to power surges, interruption, or general failures in power.

Power is normally turned on one hour before official opening time each day, and turned off upon each day's official close. If additional service is required, 24-hour power arrangements must be made in advance with the electrical contractor. Electrical power will also run during move-in and move-out according to the schedule in the exhibitor packet.

V. INSTALLATION OF EXHIBITS:

Installation of exhibits will begin on Monday, October 15th, 2012 at 8:00 AM. All exhibits must be completely installed by 10:00 PM, Monday, October 15th, 2012.

Exhibitors' whose booths are located in areas that require a targeted move-in day to facilitate move-in of the exhibit as a whole, will be so notified through information located in the exhibitor packet.

No booth or display materials of any kind will be received at the exhibit hall after 6:00 PM Monday, October 15th, 2012 and only last minute preparations or placing of furniture, etc. will be permitted after 8:00 AM Tuesday, October 16th, 2012.

No installation or construction work will be permitted during the hours when the Exhibition is open.

VI. STORAGE OF EMPTIES:

If utilizing drayage services, the official contractor requests that exhibitors identify all pieces bound for storage for the duration of the exhibit. All empty crates, boxes, skids, etc. will be removed from the exhibit floor before the show opens. These items will be returned to exhibitors booth after the show's final closing. To comply with fire regulations, wrapping materials such as paper, excelsior, etc. must be completely enclosed within packing boxes. Small boxes and articles should be nested in larger ones to reduce the number of pieces being stored and, thus, reduce the likelihood of smaller pieces being lost. Boards and skids must be securely tied into bundles and also identified. Materials not complying with these requirements will be considered refuse and disposed of by the cleaners.

VII. CLEANING:

GCC arranges to clean the floors of all-common areas and aisles within the exhibition once each day. This service does not include dusting, vacuuming, or otherwise maintain the exhibitor's booth and display. These extra cleaning services are available and may be ordered through the form included in the exhibitor packet.

VIII. CHARACTER OF DISPLAYS:

GCC reserves the right to approve the character of any display, and to prohibit any display which, because of noise or other objectionable features, detracts from the scientific and educational character of the exhibit. Promotional devices, which are over-aggressive or inappropriate in character, will not be permitted.

IX. BEVERAGES AND FOOD:

GCC will permit limited distribution of food and beverages by exhibitors within their booths. The following will be allowed:

- Small edibles, such as candies or chocolates.
- Light refreshments, such as coffee, soda, danish, and snacks.
- Food products, which result from, process demonstrations. These edibles must be wrapped, capped, or otherwise sealed.

Exhibitors who choose to serve food and/or beverages will be responsible for the general housekeeping and cleanliness of their booth and all areas nearby so that neighboring exhibitors are not disturbed. No negative effects on surrounding booths will be permitted. Lines may not form in aisles or otherwise interfere with traffic at neighboring booths.

Under no circumstances will the following be allowed:

- Alcoholic beverages (before or during show hours).
- Food preparation emitting odors or smoke.
- Popcorn, peanuts, potato chips and/or other food products that cause housekeeping concerns even if they are the products of a process demonstration.

Exhibitors must use the services of the exhibit hall caterers where applicable.

If you are uncertain whether the food or beverage distribution you are planning is permissible, please call GCC for a ruling.

GCC reserves the right to approve or and/or disapprove the distribution of food and beverages from exhibitors' booths.

X. DISTRIBUTION OF MATERIALS:

The distribution of literature, samples, catalogues, pamphlets, publications, souvenirs, etc., is allowed within your assigned booth space. The distribution of such material is acceptable only if these items are pertinent to the exhibiting company and the exhibition. No exhibitors' material may be distributed, or in any way made available outside of the booth on exhibit hall property.

XI. USE OF SOUND DEVICES:

Use of sound slides, videotape, loud speakers, or other sound devices is subject to the approval of GCC. The sound volume must be maintained at a level that avoids interference with neighboring exhibitors. When objections are raised, it may be necessary for GCC to either prohibit the use of such offending sound devices or to limit its operation.

XII. MOTION PICTURES AND SLIDES:

Use of slides and videotapes will be permitted if they are confined to products, services, techniques or applications directly associated with that exhibitor's product or services. Those for entertainment will not be permitted. Exhibitors are solely responsible for compliance with all copyright laws and requirements for royalties for use of any audio or visual material. Exhibitors will indemnify the exhibit hall management for any expenses or damages incurred as a result of noncompliance by exhibitors with regard to such laws and requirements.

RULES AND REGULATIONS (Continued)

- XIII. **PHOTOGRAPHY AND VIDEOTAPING:** Members of the working press, wearing "PRESS" badges and all properly badged exhibitors may take photos of another exhibitor's product or booth provided:
- 1) Permission has been granted by those whose product and/or display is to be photographed.
 - 2) The booth must have a representative of that company present, whose product and/or display is to be photographed.
- These rules also apply to videotaping, with the additional provision that anyone who wishes to videotape any portion of the conference or exhibition must obtain written permission from GCC. Additionally, an unedited copy of the videotape must be furnished to GCC within 30 days after the event.
- XIV. **NOISE:** While the operation of products and equipment is encouraged, such operation must be at a sound level, which is not objectionable to neighboring exhibitors. If so, GCC reserves the right to limit the operation of any such offending products or equipment. If a complaint is received on the noise level of sound devices or equipment, GCC will promptly and solely determine the validity of the complaint and the necessary corrective action, if any.
- XV. **FIRE, SAFETY, & HEALTH:** Federal, State, and City laws regarding installation and operation of equipment must be strictly observed. All display materials must be flame retardant. Inflammable fluids, substances or materials of any nature may not be brought into the exhibit hall. All materials and installations must comply with local fire department and Underwriters' Laboratories Rules and Regulations.
- XVI. **SIGNS-ILLUMINATIONS:** The use of flashing signs or other lighting effects that cause unpleasant reflections or interfere with other exhibitors is prohibited.
- XVII. **GUARD SERVICE:** Guard service will be provided by GCC on a 24-hour basis from move-in through move-out. Every reasonable precaution will be taken to protect property. However, GCC is not a bailee, insurer, or guarantor of the safety of exhibitor's property and does not assume liability for loss or damage to it. Exhibitors will insure their own property. All property of the exhibitor is understood to remain under its custody and control at all times, including while in transit to or from or within the confines of the exhibit hall. Small Equipment and products should be kept in a safe place whenever the exhibitor's booth is unmanned.
- XVIII. **INSURANCE:** Exhibitors shall maintain in force at all times during the exhibit, at its sole expense, comprehensive public liability insurance covering bodily injury and death to persons and property damage and property insurance protection against any loss, theft or damage to exhibitor's property. Such policies must name GCC as an additional insured and all rights of subrogation against GCC, the exhibit hall, and their respective officers, employees, agents, and contractors must be waived.
- XIX. **DAMAGE LIABILITY:** Exhibitors will not damage, mar, deface, or abuse any wall, ceiling, floor, equipment or any other structure belonging to the exhibit hall, GCC or any service contractor in any manner. This includes, but is not limited to, damage by use of nails, tacks, hooks, screws, or adhesives of any nature. Exhibitors are solely liable for any such damage.
- XX. **HOTELS AND RESERVATIONS:** Hospitality suites will not open until after the exhibition closes each day.
- XXI. **SOCIAL FUNCTIONS:** GCC requests exhibitors to not schedule their own social functions during exhibition hours.
- XXII. **EXHIBITOR BOOTH PERSONNEL:** During all hours the exhibit is open, each booth must be attended by persons technically qualified to explain and demonstrate the equipment or services displayed. GCC will pre-register and issue exhibitor badges to booth personnel through the "Vendor Pre-Registration" form located in the exhibitor packet. Booth personnel may also register on-site. Exhibitors will be allowed four regular personnel/per booth. Any additional personnel will be charged a \$95.00 registration fee. Individuals working in the booth must have an exhibitor or attendee badge. Personnel with "Exhibits Only Badges" may not work in the booth. Violations may cause the booth to be closed by GCC without refund. Holders of exhibitor's badges may enter their booths one-hour before the official exhibit opening time each day. Earlier entry must be specially arranged with GCC.
- XXIII. **ATTENDEE ADMISSION TO EXHIBIT:** Admission to the GCC is limited to persons associated with the field of instrumentation and laboratory sciences.
- Registration is required for admission. Admission is confined to those hours during which the exhibit is scheduled to be open to visitors.
- XXIV. **ATTENDEE BADGES:** An official GCC attendee badge must be worn at the exhibition by attendees at all times and is non transferable.
- XXV. **EXHIBIT MANAGEMENT SERVICES:** GCC will maintain an office at the exhibit hall to supervise and facilitate the installation, operation, and removal of the exhibition
- XXVI. REMOVAL OF EXHIBITS: All exhibits must remain intact until final closing time at 5:00 PM, Wednesday, October 17, 2012. Vendors that violate this rule may face sanctions from future GCC meetings. These sanctions can last up to two-years for blatant infractions. Plan accordingly. All exhibit materials must be removed from the halls no later than 9:00 PM Wednesday, October 17, 2012.**
- XXVII. **VANS, TRAILERS, DISPLAY VEHICLES:** Vehicles used for entertainment or displays that are parked outside the exhibit hall will not be allowed without prior written permission from GCC.
- XXVIII. **PROFESSIONAL DRESS CODE:** Models, demonstrators, entertainers, hostesses, and other personnel employed or engaged by an exhibiting company shall be attired in a professional and tasteful manner. Failure of an exhibitor to meet this requirement is direct cause for immediate removal from the exhibit. The exhibit director of GCC shall have total authority in the interpretation of this policy and in its implementation.
- XXIX. **OBSCENITY:** Obscene or vulgar language emanating from a booth either by Exhibitor, pitchman or recording devices will not be tolerated. GCC reserves the right to prohibit the use of such language and to remove from the floor any exhibitor or pitchman who uses such language.

