

# Battery Congress

## EXHIBIT SPACE CONTRACT

University of Michigan, Ann Arbor, Michigan USA

Tutorials & Conference: April 23-24, 2012

Exposition: April 23-24, 2012

### INSTRUCTIONS:

Type in all information requested on page 1 and read page 2 carefully. Make check payable to Global Automotive Management Council (GAMC), sign the contract and mail the original, with payment to:

5305 Plymouth Road, Ann Arbor, MI 48105

*Checks must be drawn from a US bank only.*

PH: (734) 418 2365 FAX: (734) 418 2356.

### PAYMENT METHODS (All checks must be drawn from U.S. banks in U.S. funds only)

Total Amount Submitted in US\$ \_\_\_\_\_

Make Check Payable to: Global Automotive Management Council (GAMC)

For Credit Card Payment: MasterCard VISA American-Express

Account #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(Cardholder's name & billing address if different from the above)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### This agreement is made between GAMC and:

Company: \_\_\_\_\_

Division: \_\_\_\_\_

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Name of person (if different) to be in charge of exhibit and to whom all relevant communication should be made:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

### EXHIBIT SPACE ASSIGNMENT TERMS:

7 ft x 10 ft Booth: \$2500 \_\_\_ by \_\_\_ sq. meter. Add \$500 per Corner.

TOTAL COST SUBMITTED: \$ \_\_\_\_\_

### BOOTH ASSIGNMENT WILL BE MADE WITHIN THREE WEEKS OF THE EVENT

Exhibitor agrees to enclose minimum 50% along with this agreement. Full payment is due by November 17, 2011

Exhibitor agrees to the terms and conditions on both sides of this contract and that the exhibit space will be assigned by GAMC, GAMC taking into consideration the date of receiving contract, payment, and previous history of exhibitor.

GAMC agrees that it will make its best efforts to avoid locating this Exhibitor next to the following potential exhibitors:

PLEASE ATTACH A BRIEF PRODUCT, SERVICE AND PERSONNEL DESCRIPTION FOR USE IN THE EXHIBIT DIRECTORY.  
PAYMENT IS DUE WITH CONTRACT.

CANCELLATION: Please read the cancellation clause (Items 3&4) on the back of this contract. It will be firmly enforced.

### FOR GAMC USE ONLY:

Application Received: \_\_\_\_\_ Booth Number Assigned: \_\_\_\_\_ Date Space Confirmed: \_\_\_\_\_ Total Price of Space:

\$ \_\_\_\_\_ Confirmed by: \_\_\_\_\_

The text herein shall constitute the entire agreement between the parties. This Agreement supersedes all other Agreements and/or contracts, either oral or written, between the parties with respect to the subject matter hereof.

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## EXPOSITION TERMS AND CONDITIONS

### 1. Booths and all exhibit material

Must comply with the GAMC Exposition Rules and Regulations, which are in effect at the time this contract is signed.

Booth plans must be submitted to the GAMC Exposition Management for approval not less than one hundred twenty (120) days prior to the opening date of the Exposition.

### 2. Installation and dismantling of Exhibits

Installation and dismantling of exhibits may not begin before the specified starting times and dismantling must be finished by the specified completion times

### 3. Space Payment

A deposit of at least fifty (50) percent of the highest rental cost of any requested space must accompany this contract. The balance of the Total Rental Cost is due no later than one hundred twenty (120) days by the exhibitor prior to the opening date of the Exposition. Failure by the Exhibitor to pay the Total Rental Cost by the due date may be considered a Cancellation of Exhibit Space by the GAMC Exposition Management and may result in the exhibitor being prohibited from participation from the Exposition. Purchase orders will not be recognized as an acceptance of the Exhibit Space Contract. Exhibits may not be erected until the Total Rental Cost has been received by GAMC.

### 4. Reduction of Exhibit Space

In the event of an exhibit space cancellation and if GAMC receives notice of such cancellation more than one hundred twenty (120) days prior to the opening date of the Exposition, then GAMC shall retain a service charge equal to fifty (50) percent of the rental cost of the space.

**In the event of an exhibit space reduction, including cancellation and GAMC receives written notice of such reduction, more than ninety (90) days prior to the opening date of the Exposition, then GAMC shall retain a service charge equal to fifty (50) percent of the rental cost of the space not used. Within one hundred twenty (120) days of the opening day of the Exposition, the Exhibitor is liable for 100% of the rental cost of the space.**

### 5. Interruption of Exhibition

The site where the Exposition is to be held, in the sole determination of GAMC becomes unfit for occupancy or is substantially interfered with by reason of act of God or any other by virtue of any ordinance or law of any Municipal, State or Federal governmental agency or any act beyond the control of GAMC, this agreement may be terminated by GAMC.

In the event of such termination, the Exhibitor waives any and all damages and agrees that GAMC may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitor as and for complete settlement and discharge for all said Exhibitors' claims and demands, his pro-rata share of all funds paid by all Exhibitors.

In the event the Exposition is interrupted for any reason including, but not limited to, emergencies of any type, failure of utilities or other public services, the Exhibitor waives any claims against GAMC.

### 6. Exhibit/Program

Though GAMC may provide show/conference promotion, it does not guarantee any show and/or conference attendee/visitor.

GAMC shall retain all the rights to amend this exhibit/program, but not limited, to redesign the floor plan, to reassign the booth numbers, to change schedules of exhibit hours, to change move-in, and move-out times and to co-locate with other event(s), all other changes not mentioned in this contract.

### 7. Liability and Indemnification

Adequate and reasonable watchman and guard service will be provided at all times by GAMC. Neither GAMC nor the management of the Site shall be liable for damage, loss or destruction of the exhibits by reason of fire, theft, accident or other destructive causes, and each Exhibitor shall rent Exhibit Space at their sole risk. Neither GAMC nor the management of the Site nor any of their employees, agents, or servants will be accountable or liable for accidents to Exhibitors, their employees, agents or servants.

The Exhibitor shall be liable to GAMC and/or the Site for any damage done to the building and/or the furniture and fixtures contained therein attributable to the Exhibitor, its employees, agents or servants.

The Exhibitor agrees to indemnify, save harmless and defend GAMC

against any liability, claim or expense resulting from any injury or damage to any person or property which occurs within the Exhibitor's exhibit space or as the result of any act or omission of the Exhibitor, its employees, agents or servants.

### 8. Restrictions

- I. Booths must be staffed by technical specialists who are qualified to discuss engineering details of the development and products/applications of their company. Competitive products/applications may not be displayed, referenced or otherwise employed for comparative purposes.
- II. All booth personnel must be conservatively clothed in acceptable attire and must confine their activities to the booth space of the Exhibitor by whom employed
- III. No exhibit will be permitted which, by virtue of noise or other means of interruption with surroundings. ALL SOUND SYSTEMS must incorporate volume controls or ear phones. GAMC reserves the right to sound systems if annoying to surrounding exhibitors. (See section on "Sound in GAMC Rules and Regulations").
- IV. Any distribution of literature or samples shall be limited to the Exhibitor's booth.
- V. No exhibitor shall operate any tool or piece of equipment without prior written approval of the GAMC Exposition Management.
- VI. Exhibitors shall not schedule, foster, or conduct outside activities, which would take qualified attendees from the exhibit during exhibit hours.
- VII. Food products may not be distributed in any exhibitor's booth.
- VIII. Drawings, contests and raffles must have an educational or technical orientation. All drawings, contests and raffles must have the prior written approval of the GAMC Exposition Management.
- IX. EXHIBITOR AGREES, WITHOUT EXCEPTION, THAT NO SELLING, ORDER-TAKING OR RECRUITING OF PERSONNEL WILL OCCUR IN THE DISPLAY AREA OR WITHIN OTHER CONVENTION FACILITIES PROVIDED. (This policy has some variation between Europe, North America and Asia.)
- X. Any activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booths shall be suspended for any periods specified by GAMC. If movies and demonstrations are shown in the exhibit, the booth space must be able to contain a reasonable size audience. (See illustration in the GAMC Exposition Rules and Regulations).
- XI. Sub-leasing or multiple companies sharing of exhibit space is subject to the following conditions:
  - a. National Government may sponsor a multiple company exhibit.
  - b. Trade associations may develop an integrated exhibit.
  - c. Manufacturers' Representatives may develop a multiple company exhibit.
  - d. Normally, minimum space allocation shall be 100 square feet (9 square meters) per company represented.
  - e. All co-tenants agree to be bound by the terms and conditions of this contract.

### 9. Interpretations and Amendments

GAMC reserves the right to interpret these regulations as it deems proper to insure the success of the Exposition and to further the educational purposes of the GAMC Conference. The exhibits are intended to supplement the information disseminated at the technical session.

Initials of the person signing this contract \_\_\_\_\_