

## Terms and Conditions 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 AGU and Sponsors, as provided herein, this Agreement shall constitute a binding contract for exhibit space at the 2006 Joint Assembly.

**2. Selection of Exhibitors:** Exhibits must be related to the scientific interests of AGU and the Sponsors' membership. AGU and Sponsors reserve the right to determine the eligibility of any company applying for exhibit space at this meeting. Lease of an exhibit space to an exhibitor does not constitute endorsement of the exhibitors products or services by AGU and Sponsors. No advertising material used by the exhibitor may contain the AGU or Sponsors logos or meeting logo unless given written permission from AGU and Sponsors, nor may it bear any reference to a real or implied endorsement by the sponsors.

AGU and Sponsors reserve the right to demand that any persons associated with an exhibit demonstrating improper, objectionable or in appropriate appearance, conduct or demeanor alter such appearance, conduct or demeanor, be subject to removal from the meeting.

AGU and Sponsors reserves the right to refuse any applicant for exhibit space as well as the right to restrict or evict any exhibitor that, in the opinion of AGU and Sponsors, detracts from the general character of the meeting. This policy applies to displays, printed matter, promotional materials, noise, personal conduct and method of operation. In the event of such restrictions or eviction, AGU and Sponsors will not be liable for any exhibit expenses.

**3. Booth Design and Furnishings:** Booth sizes are 10' x 10' and includes an 8' high draped backwall, 3' high side rails, and a 7" x 44" placard with the exhibitors name and booth number. The aisles will be carpeted. It is mandatory that all booths be carpeted at the exhibitors expense.

**4. Maintenance of Exhibits:** All exhibits shall be adequately staffed during the meeting hours,

exhibits shall not be removed until the conclusion of the meeting. At the conclusion of the meeting, all exhibits and related materials must be removed during the assigned hours stated in the Agreement. Any exhibit material or property in the Exhibit Hall thereafter shall be packed, shipped or stored at the discretion of the Official Service Contractor at the expense of the Exhibitor.

**5. Subletting of Space:** No Exhibitor will assign, sublet, share, or appropriate the whole or any part of the space assigned to them or have representatives, equipment, or materials from firms other than their own in the exhibit space without the express consent of AGU and Sponsors.

**6. Display Restrictions and Safety:** All displays, demonstrations, interviews, or other activities must be confined to the limits of the exhibitor's assigned booth(s), not to obstruct the general view or hide other exhibits. Regular and specially built backwalls, including signs, may not exceed 8' in height. Panels more than 4' high must not project forward from the backwall more than 4'. All display fixtures over 4' in height and placed within 10 lineal feet of an adjoining exhibit, must be confined 5' back from the aisle. Audio-visual devices used in the exhibitors booth must be approved by AGU and Sponsors. In the course of the exhibition, no audio-visual device or sound system shall be operated in a manner that disturbs or interferes with other exhibitors; AGU and Sponsors will be the sole arbiter of whether or not a given device is disturbing to other exhibitors. Attention-attracting, noise-making devices, loud-speaker systems, and flashing lights must be approved by AGU and Sponsors. Unfinished tables and exposed unfinished sides of exhibit backgrounds must be draped to present an attractive appearance. All boxes and extraneous materials must be stored from sight during show hours. Each exhibitor shall observe all laws and regulations of local, state, and federal governments pertaining to fire, public safety, and consumer safety.

**7. Assignment of Booth Space:** AGU will attempt to assign the exhibitor to one of the exhibitor's requested spaces. Notwithstanding, AGU reserves the right to make its allocation of exhibit space or to

change the space allocation at any time based upon space availability, without prior notification to exhibitors. The failure to allocate to an exhibitor's requested space will not in any way affect the enforce ability of this Agreement.

To ensure that you get your preferred location, send in your contract with the required fifty percent (50%) deposit as soon as possible. The balance must be paid by 12 April 2006. Booths will be assigned on a first-come, first-served basis, determined by the date of receipt of the contract with deposit.

Please note: Early teardown in 2006 may jeopardize your company's participation in future AGU meetings.

**8. Rate and Layout Changes:** AGU and Sponsors reserves the right to revise its rates, and such revision shall be in writing. All contracts will be honored at the prevailing rates at the time of the contract. AGU and Sponsors reserve the right to change the floor plan and/or relocate any exhibit without prior notification.

**9. Sales Intent:** On-site sales are permitted. Federal law permits exhibitors to sell exhibit materials at their booths throughout the meeting. However, each exhibitor is responsible for complying with state and local tax regulations. All exhibitors conducting sales transactions must obtain a sales license/tax permit. Additional information on where to obtain this information will be provided to exhibitors not less than sixty (60) days before the meeting date.

**10. Decorator/Exhibit Contractor:** Exhibitor service manuals will be mailed by the decorator/contractor, Freeman Decorating Company, Attn: Christine Zuconni, Sales Manager, P.O. Box 14210, Orange, California 92863, phone +1 714.254.3400, fax: +1 714.490.0801. If the exhibitor uses a contractor other than the official service contractor, the exhibitor's contractor must notify AGU and must provide a certificate of insurance for liability and workmen's compensation and must also agree to comply with the exhibition rules and regulations.

**11. Shipping and Transfer:** Exhibitor agrees to ship at his own risk and expense all articles to be exhibited. All shipment must be fully prepaid and

cosigned to the address that will be provided in the Exhibitor Service Manual. No collect shipments will be accepted.

**12. Security, Liability, and Insurance:** Security guards will be furnished in the exhibit hall on a 24-hour basis, but the furnishing of such guards shall not be deemed to increase the liability of AGU and Sponsors to Exhibitor or any other party. After official meeting hours, only persons with proper identification badges shall be allowed in the exhibit hall. AGU and Sponsors shall not be held responsible for the loss of any material by any cause and usage. The exhibitor will exercise normal precautions to discourage loss due to theft or any other cause. AGU and Sponsors will exercise reasonable care for the protection of the exhibitor's materials and displays. However, the exhibitor expressly releases AGU and Sponsors from any and all claims for such loss, damage, or injury in the absence of negligence. Exhibitors desiring to carry insurance will do so at their own expense. In the event the meeting is canceled, the liability of AGU and Sponsors shall be limited to the money paid by the exhibitor for exhibit booth rental, less a proportionate share of all expenses incurred by AGU for the exhibition.

**13. Indemnification:** Exhibitor hereby agrees to indemnify, and hold harmless, the Association and the exhibit 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 at the meeting.

**14. For Additional Information:**

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AGU Exhibits  
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