

# 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, as provided herein, this Agreement shall constitute a binding contract for exhibit space at the 2007 Joint Assembly.

**2. Selection of Exhibitors:** Exhibits must be related to the scientific interests of AGU and other co-sponsors' membership. AGU reserves 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. No advertising material used by the exhibitor may contain the AGU or the co-sponsors' logo or meeting logo unless given written permission from AGU, nor may it bear any reference to a real or implied endorsement by the sponsors. AGU reserves 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 reserves the right to refuse any application for exhibit space as well as the right to restrict or evict any exhibitor that, in the opinion of AGU, 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 will not be liable for any exhibit expenses.

**3. Booth Design and Furnishings:** Booth standard size is 3 x 3 m and includes a 3m high aluminum back and side walls, and a 7" x 44" placard with the exhibitors name and booth number.

**4. 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 enforceability of this Agreement.

**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.

**6. Maintenance of Exhibits:** All exhibit stands shall be adequately staffed during the meeting hours. Exhibits shall not be dismantled until the conclusion of the meeting. during the assigned hours indicated 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.

**7. Display Restrictions and Safety:** All displays, demonstrations, interviews, or other activities must be confined to the limits of the contracted space, not to obstruct the general view or hide other exhibits. Audio-visual devices used in the exhibitors booth must be approved by AGU. 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 exhibitor. AGU 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.

All boxes and extraneous materials must be stored from sight during show hours. Exhibitor shall observe all laws and regulations of the Mexican governments pertaining to fire, public safety, and consumer safety.

**8. Rate and Layout Changes:** AGU 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 reserves the right to change the floor plan and/or relocate any exhibitor without prior notification.

**9. Sales Intent:** On-site sales are not permitted. Mexico law permits exhibitors to sell exhibit materials at their booths throughout the meeting.

**10. Decorator/Exhibit Contractor:** Exhibitor service information is available on the AGU Web site (<http://www.agu.org/meetings/ja07/?content=exhibits>) or contacting Dazzerine L. Hall, Marketing, Exhibits/Advertising/Membership at: phone +1 202.777.7318, e-mail: [dhall@agu.org](mailto:dhall@agu.org) or [exhibits@agu.org](mailto:exhibits@agu.org)

**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 forwarding agency below. For a quotation and full shipping instructions, contact:

SKN Global Logistics, S.A. de C.V., Platon No. 418-1, Col. Polanco, 11560 Mexico, D.F., Ph: (52.55) 5280-1279,  
Fax: (52.55) 5280-7434, Ctc: Lourdes Martin  
[lourdes@rockitcargo.com.mx](mailto:lourdes@rockitcargo.com.mx)  
Customer Service: Aida Cárdenas, [aida@rockitcargo.com.mx](mailto:aida@rockitcargo.com.mx)

**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 to Exhibitor or any other party. After official meeting hours, only persons with proper identification badges shall be allowed in the exhibit hall. AGU 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 will exercise reasonable care for the protection of the exhibitor's materials and displays. However, the exhibitor expressly releases AGU 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 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, AGU 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.

## For Additional Information:

2007 Joint Assembly, AGU  
2000 Florida Avenue, NW  
Washington, DC 20009, USA  
Attn: Dazzerine L. Hall, Exhibits/Advertising

Phone: +1 202.777.7318 or 7536

Fax: +1 202.777.7399

E-mail: [exhibits@agu.org](mailto:exhibits@agu.org) or [dhall@agu.org](mailto:dhall@agu.org)