

## 2020 MACUL EXHIBIT TERMS AND CONDITIONS

1. **CONTRACT FOR SPACE** – The completed exhibit space agreement constitutes a contract for the right to use space at the MACUL 2020 Annual Conference when confirmed by the Exhibits Manager. All contracts are expressly subject to the terms of these Exhibit Terms and Conditions.
2. **PAYMENTS** – The charge per standard 10' x 10' exhibit booth is \$1000 per booth for Zone 1, \$850 per booth for Zone 2, and \$700 per booth for Zone 3. Payment is expected at the time of booth reservation. If exhibitor is unable to pay at that time, payment must be submitted within 30 business days after receipt of invoice. Failure to pay for reserved space by due date may result in release of reserved space and that space will be returned to inventory.
3. **CANCELLATIONS** – Exhibitors who cancel on or before February 11, 2020, will receive a refund of 50% of the booth fee(s), with the balance retained as liquidated damages. Exhibitors who cancel after February 11, 2020, will forfeit the entire booth fee(s), which will be retained as liquidated damages. If booth space is not occupied by 5:00 PM on Wednesday, March 11, 2020, booth space is forfeited and the Exhibits Manager reserves the right to use the space, with the entire fee retained as liquidated damages.
4. **SPACE ASSIGNMENT** – Booth space is sold on a first-come first-served basis, according to the date the reservation is made. MACUL reserves the right to shift space assignments after the contract is completed if it becomes necessary to do so. No changes in assigned spaces will be made without prior notice. Exhibitors may not sublease, reassign, or apportion all or any part of the space assigned without prior written permission from the Exhibits Manager. The Exhibits Manager reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause, if exhibit is unsuitable or not consistent with the character of the Exhibition.
5. **EXHIBIT PLAN** – The rental plan for space is subject to change. In the event a change to the plan is necessary, any affected Exhibitor will be notified and given the option of selecting an alternative available space.
6. **EXHIBIT HOURS** – The Exhibition will be open from 9:30 AM to 5:00 PM, Thursday, March 12, 2020, and from 8:30 AM to 1:00 PM, Friday, March 13, 2020. These hours are subject to change.
7. **EXHIBITOR BADGES AND CONFERENCE REGISTRATION** – Each non-sponsoring organization will receive six (6) complimentary exhibitor badges which allow access to the exhibit hall. If additional badges are needed, they may be purchased for \$25 per badge. The badges do not allow access to conference sessions. Each organization will receive one (1) complimentary full conference registration. All booth staff will need to register online to print entry badges. Instructions will be posted at [maculconference.org](http://maculconference.org).
8. **RENTAL OF SPACE AND ITS USE** – Rental includes the following exhibit equipment: 8'-high back wall, 3'--high side rails, a 7" x 44" sign featuring the exhibitor's company name, one 6' draped table, two chairs, one wastebasket, and one single 500-watt electrical circuit. Twenty-four-hour general security and general aisle cleaning are provided. Exhibitors must agree to arrange their exhibits so as not to obstruct the general view nor interfere with other exhibits. Booths not in compliance with regulations will need to be adjusted on-site or dismantled at the Exhibits Manager's request if they cannot be brought into compliance. Additional requirements by booth type are:
  - a. **Standard exhibits:** Regular and specially built back walls including signs may not exceed an overall height of 8'. Low side dividers between exhibits should not exceed 3' in height. If a high divider is desired, it cannot exceed 8' in height nor extend from the back wall more than one-half of the depth of the space.
  - b. **Cubistic or free-form displays:** These may be constructed in any manner desired, within the areas designated, except the upper 40 percent of each display must be at least 50 percent open.
  - c. **Island exhibits:** These have four open sides. This type must limit any walls or other display items to 16' in height, where sufficient clearance exists, with length of walls or items not to exceed one-half the depth and width of the space. Special designs may be submitted to the Exhibits Manager for approval.
  - d. **Peninsula exhibits:** These face three aisles. This type must limit the length of the back wall to one-half the width of the space (centered), and the back wall and any other display item must not be more than 8' in height.

- 9. INSTALLATION AND DISMANTLING** – Booth spaces and exhibit tables will be available for installation from 9:00 AM to 5:00 PM on Wednesday, March 11, 2020. The installation of exhibits and removal of all boxes and crating must be completed by 5:00 PM Wednesday, March 11, 2020. No exceptions will be made. Exhibitors agree not to dismantle the booth or to do any packing before 1:00 PM on Friday, March 13, 2020, and agree to have all material removed by 5:00 PM Friday, March 13, 2020. Additionally, breach of this provision may result in the loss of the Exhibitor's space in future shows. Any material left on the floor after this time will be packed and stored, with charges at the prevailing rates billed to the Exhibitor. Greater than average amounts of refuse (large crates, etc.) will be discarded with cartage rates applied.
- 10. BOOTH EXCLUSIONS** – The booth rental fee does not include such items as carpet and furniture. All such materials are available on a rental basis from the Decorator. Telephone, hard-wired Internet service, and additional electrical circuits (500 watts are provided by the Show) may be ordered through DeVos Place. All costs related to booth exclusions are borne by the Exhibitor. Alcoholic beverages of any nature are strictly prohibited in exhibit booths.
- 11. UNION LABOR** – If required by local ordinances, exhibitor must comply with all union regulations applicable to installation, dismantling and display of the exhibit.
- 12. SHIPPING AND STORAGE** – DeVos Place does not provide space for storing Exhibitor equipment; receipt of such items will be refused. The official Exhibitor's Kit includes shipping and drayage information.
- 13. INSURANCE** – A Certificate of General Liability Insurance must be submitted to the Exhibits Manager by February 11, 2020. The limit must be \$1 million per occurrence and MACUL must be named as an additional insured on the general liability policy. Exhibitors wishing to insure their goods must do so at their own expense.
- 14. ACADEMIC/CONTINUING EDUCATION CREDIT** – The offering of graduate credit and/or SCECHs by any organization at the annual conference or other MACUL sponsored events must be pre-approved by the MACUL board of directors.
- 15. ADVERTISING MATTER** – The Exhibits Manager reserves the right to refuse the distribution of souvenirs, advertising, printing material, or any other items considered objectionable. Distribution of allowed materials from any location other than the Exhibitor's space is prohibited.
- 16. ADMISSION** – Admission to the 2020 MACUL Conference will be by official exhibitor badge only, which entitles the bearer to unlimited exhibit hall access. Each company will receive six (6) complimentary badges; they do not include meals or special Conference activities. Exhibitors and their representatives must carry official badges at all times while on the display floor. The Exhibits Manager shall have sole control of admission policy at all times. An Exhibitor is permitted to enter the Exhibit Premises one hour before the scheduled opening time and must leave within 30 minutes of Show closing each day. Children/students under the age of 18 are not permitted on the exhibit floor or in any booth.
- 17. EXHIBITOR CONDUCT** – The Exhibitor shall refrain from any action that distracts participants from attendance at the Conference during open hours. If an Exhibitor is rejected for violation of these rules or for any stated reason, no return of rental fees shall be made.
- 18. SECURITY** – Peripheral security guard service is provided by Exhibit Management. However, it is the responsibility of each Exhibitor to protect material from loss or damage. Any Exhibitor wishing additional security must contract individually with the security vendor selected by the Conference; all charges will be billed to the Exhibitor directly by the vendor.
- 19. SOLICITATION OF BUSINESS** – Only Exhibitors may solicit business at the conference. Solicitation is allowed only in the Exhibit Hall. Sales and order taking are permitted on Exhibit Premises. The Exhibitor shall be responsible for any state or local taxes that may be applicable. Sales receipts must accompany all merchandise sold and delivered on the Exhibition Premises. Exhibitors shall obtain information on regulations from the Michigan Department of Treasury, Lansing, MI, 48922, 517.373.3200.
- 20. FILM, SOUND DEVICES, AND LIGHTING** – Moving pictures, loud speakers, or sound devices will only be permitted if tuned to a conversational level and are not objectionable to neighboring Exhibitors. Any demonstrations or presentations must be at a volume so that nearby Exhibitors are not bothered. The Exhibits Manager reserves the right to eject the Exhibitor from the Exhibit Hall without refund or any other appeal, if Exhibitor refuses to comply with these requirements. Exhibits Manager also has the ability to restrict the use of glaring lights or objectionable lighting effects.

- 21. FIRE HAZARDS** – Fire-hose cabinets must be left accessible and in full view at all times. Bottled gas or other type of open flame is not permitted. Flammable and related materials that conflict with the underwriting, DeVos Place, or Fire Department rules are prohibited. The use of paper in any form for decoration is prohibited. All decorations, drapes, table covers, etc., must be flame proof. All flammable materials and fluids are to be kept in safety containers. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must be stored under tables or behind displays. Smoking is allowed in designated areas only.
- 22. CARE OF BUILDING** – Acceptance of exhibit space obligates the Exhibitor and its employees to not deface, injure, or mar the Exhibit Premises. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. No gasoline, kerosene, acetylene, candles, or other flammable or explosive substance will be permitted in DeVos Place. Any damage done shall be made good by the Exhibitor to MACUL or the owners of DeVos Place as their interests may appear. In addition, this contract shall include all rules and regulations set forth by the Kent County Convention Arena Authority for SMG DeVos Place.
- 23. LIABILITY AND INDEMNIFICATION** – Neither MACUL, the Exhibits Manager, DeVos Place, the Decorator, nor others associated with the management of the Conference will assume responsibility for the safety of the property of the Exhibitor, its officials, agents, or employees, from theft or damage by fire, accident, or other causes, but will use reasonable care to protect against such loss. It is agreed that the Exhibitor shall indemnify and hold harmless MACUL, the Decorator, DeVos Place, and others associated with the Conference and Exhibits Management from all liability that might result from any cause whatsoever. MACUL, the Decorator, and others associated with the management of the Conference and DeVos Place shall not be liable for non-fulfillment or commitment for delivery of space by reason of DeVos Place premise being damaged, destroyed, or rendered unusable by fire, accident, acts of nature or public enemy, strike, authority of law, or any other cause.
- 24. CANCELLATION, POSTPONEMENT, OR RELOCATION** – In the event that any unforeseen occurrence, force majeure, or acts of God or war shall render the fulfillment of this agreement impossible by MACUL, the parties shall mutually amend or terminate the agreement at MACUL's option. In such circumstances, MACUL's and Exhibit Management's sole responsibility to exhibitor shall be a full refund of all rental fees paid by exhibitor. No monies will be returned should the dates or location of the exposition be changed by MACUL, but exhibitor will be assigned space that the exhibitor agrees to use under these same rules and regulations. Exhibit Management shall not be financially liable in the event the exposition is interrupted, canceled, moved, or dates changed except as provided herein.