



GMIS International

2019 GMIS MEETS Conference Sponsor/Exhibitor Terms and Conditions

GENERAL

The terms and conditions, properly executed by sponsor, shall upon acceptance and notification of sponsorship assigned by conference management, constitute a valid and binding agreement. GMIS INTERNATIONAL, reserves the exclusive and total right to control all aspects of the conduct of this event; and specifically, it reserves the right to determine the eligibility of any sponsor for inclusion in the Conference Sponsorship. Requests for sponsorship may be refused or restricted due to space limitation or other reasons determined by GMIS INTERNATIONAL. GMIS INTERNATIONAL also reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the Sponsorships and Conference. Conference management's decisions and interpretations shall be accepted as final in all cases. GMIS INTERNATIONAL will have sole control over all admissions of persons to the Conference. The acceptance of this contract does not carry nor imply endorsement of the product or service by GMIS INTERNATIONAL.

GMIS INTERNATIONAL reserves the right to restrict any exhibit or sponsorship because of noise, method of operation, or any behavior that is judged dangerous or objectionable; and also to prohibit, or to evict, that which is considered to detract from the general character of the exhibit area and/or sponsorships as a whole. This general restriction includes persons, things, conduct, printed matter, or anything deemed objectionable by GMIS INTERNATIONAL. In the event of such restriction or eviction, GMIS INTERNATIONAL is not liable for any refund or other sponsor expenses.

Sharing a sponsorship or exhibit space is expressly prohibited without prior consent of GMIS International.

Sponsor agrees to conform to all rules and regulations stated below. Breaches or infractions of these rules may jeopardize the right to sponsor at future conferences hosted by GMIS INTERNATIONAL.

- 1. PAYMENT:** Payment to secure a sponsorship must be received within 30 days of invoice; otherwise the sponsorship may be forfeited. Checks must be made payable to GMIS INTERNATIONAL. Visa, MasterCard and American Express will also be accepted. Sponsors with a balance due will not be allowed on the exhibit floor or at sponsorship event until the balance is paid in full prior to the event start date.
- 2. CANCELLATION:** Cancellations must be received in writing sixty (60) days prior to the start of the conference. Cancellations are effective on the date written notification is received by GMIS INTERNATIONAL. A fifty percent (50%) refund will be given for cancellations received more than sixty (60) days prior to the start of the conference. Sponsors cancelling within sixty (60) days of the conference will be responsible for payment in full, and may jeopardize the right to sponsor



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at future conference. Failure to appear at the conference does not release Sponsor/Exhibitor from responsibility for payment of the full cost of the contracted booth space. In the event of cancellation, space reverts back to GMIS INTERNATIONAL for use at its sole discretion. GMIS' ability to resell the space shall not affect the refund schedule.

- 3. RENTAL AND ASSIGNMENT OF BOOTH:** Whenever possible, booth assignment will be made by GMIS INTERNATIONAL in keeping with the guidelines of the Sponsor Program benefits. GMIS INTERNATIONAL, however, reserves the right to make the final determination of all space assignments in the best interests of the conference.
- 4. USE OF SPACE, SUBLETTING SPACE:** No Sponsor/Exhibitor may assign, sublet, or portion his space to another business entity or individual without the express permission in writing from GMIS INTERNATIONAL. No Sponsor/Exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of their business.

Should any item from a non-exhibiting firm be required for operation of display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. Sharing space with individuals or companies not officially represented by the contracting Sponsor/Exhibitor is strictly prohibited and may result in eviction.

- 5. OPERATION OF EXHIBITS:** GMIS INTERNATIONAL reserves the right to restrict the operation of, or evict completely, any exhibit, which in its sole opinion, detracts from the general character of the conference as a whole. This includes, but is not limited to, an exhibit, which because of noise, flashing lights, method of operation, display of unsuitable material, is determined by GMIS INTERNATIONAL to be objectionable to the successful conduct of the conference as a whole. All demonstrations or other promotional activities must be confined to the limits of the contracted booth space. Sufficient space must be provided within the booth space for the comfort and safety of attendees watching demonstrations and other promotional activities. Each Sponsor/Exhibitor is responsible for keeping the aisles near its booth space free of congestion caused by demonstrations or other promotions.

Literature Distribution: All demonstrations or other activities must be confined to the limits of the Sponsor/Exhibitor's contracted booth space. Distribution of circulars may be made only within the booth space assigned. Sponsor/Exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds hosting the conference shall distribute no advertising circulars, catalogs, folders, or devices. Trade publishers are prohibited from soliciting advertising during the show. Trade publications may be distributed from their booth.



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Booth Representatives: Must be properly registered and wear their GMIS INTERNATIONAL badges at all times.

Sound: Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Sponsor/Exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. GMIS INTERNATIONAL shall be the sole judge of what constitutes appropriate sound levels.

Sales: Cash and carry sales are prohibited. Samples or souvenirs may not be sold.

6. **FIRE REQUIREMENTS:** Lasers must be self-contained inside booth and shall not scan the audience. Lasers used for any other purpose require fire department approval.
7. **EXHIBITS AND PUBLIC POLICY:** Each Sponsor/Exhibitor is charged with knowledge of all state, county, and city laws, ordinances, and regulations pertaining to health, fire prevention and public safety, while participating in the conference. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped, or otherwise affixed to any pillars, doors, walls, or other parts of the building.

All booth decorations must meet flame proofing codes. All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to the National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted.

Sponsors/Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard, cartons, literature, etc.

Designated "No Smoking" areas must be observed.

If unusual equipment or machinery is to be installed, the Sponsor/Exhibitor must communicate with GMIS INTERNATIONAL for information concerning facilities or regulations.

Sponsors/Exhibitors must comply with city and state fire regulations.

8. **INSTALLATION AND REMOVAL:** GMIS INTERNATIONAL reserves the right to fix the time for the installation of a booth prior to the conference opening and for its removal after the conclusion of the conference. Any space not claimed and occupied three (3) hours prior to the conference



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opening may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition.

- 9. STORAGE OF PACKING CRATES AND BOXES:** Unattended freight in any booth space as of one (1) hour prior to the opening of the conference will be removed and stored at the Sponsor/Exhibitor's sole risk and expense.

Sponsor/Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit hours. It is the responsibility of the Sponsor/Exhibitor to mark and identify their crates. Crates not properly marked or identified may be destroyed. GMIS INTERNATIONAL assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

Crates, boxes, or other exhibit materials unclaimed by the Sponsor/Exhibitor after the conference will be removed at the Sponsor/Exhibitor's expense. GMIS INTERNATIONAL will bill Sponsor/Exhibitors for removal time and materials at prevailing rates. Neither GMIS INTERNATIONAL nor the conference facility shall not assume any liability whatsoever for loss or damage to any Sponsor/Exhibitors' property.

- 10. SPONSOR/EXHIBITOR'S AUTHORIZED REPRESENTATIVE:** The exhibiting firm assumes responsibility for its authorized representatives to follow all GMIS INTERNATIONAL contract rules and regulations.
- 11. AMERICANS WITH DISABILITIES ACT:** Sponsor/Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "ACT") to make their booths accessible to handicapped persons. Sponsor/Exhibitors shall also indemnify and hold harmless GMIS INTERNATIONAL and the conference facility against cost, expense, liability, or damage which may be incident to, arise out of, or be caused by Sponsor/Exhibitor's failure to comply with the ACT.
- 12. LIABILITY:** The exhibitor assumes all responsibility for any and all loss, theft or damage to exhibitor's displays, equipment and other property while on *Walt Disney World*[®] Resort premises, and hereby waives any claim or demand it may have against Disney Destinations, LLC or its affiliates arising from such loss, theft or damage. The exhibitor agrees, for the benefit of Disney Destinations, LLC and its affiliates, to comply with all *Walt Disney World*[®] Resort policies for exhibitors and all applicable laws, codes and regulations. In addition, the exhibitor will defend (if requested by and with counsel satisfactory to Disney Destinations, LLC), indemnify and hold harmless GMIS International and Disney Destinations, LLC and their respective parent,



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subsidiary and other affiliated or related companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs through and including any appeals, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission or willful misconduct of the exhibitor or its employees, contractors, subcontractors or agents.

Neither GMIS INTERNATIONAL nor the conference facility can or will be responsible for damage to, loss, or theft of property belonging to or injury to any Sponsor/Exhibitor, his agent, employees, business invitees, visitors, or guests. Each Sponsor/Exhibitor is expected to carry his/her own appropriate insurance.

GMIS INTERNATIONAL shall not be liable for failure to perform its obligations under this agreement as a result of strikes, riots, acts of nature, government intervention, or any other causes that shall make it impossible or inadvisable to hold the conference or portion thereof at the time and place herein provided. Then and thereupon this agreement shall terminate and said Sponsor/Exhibitor shall and does not hereby waive any claim for property or other damages or compensation except the pro rata refund on the amount paid after deduction of actual expenses incurred in connection with the show and there shall be no further liability on the part of either party.

- 13. SOCIAL FUNCTIONS/SPECIAL EVENTS:** Any social function or special event planned by a Sponsor/Exhibitor to take place during the conference must be approved by GMIS INTERNATIONAL and may not conflict with any event or program scheduled by GMIS INTERNATIONAL.
- 14. GMIS NAME/LOGO USE GUIDELINES:** The use of GMIS and GMIS INTERNATIONAL and any associated logos in Sponsor/Exhibitor marketing materials must receive prior authorization from GMIS INTERNATIONAL leadership. [Please email requests to headquarters@gmis.org.] Sponsorship of and/or exhibiting at the GMIS MEETS event does not imply endorsement by GMIS INTERNATIONAL of the Sponsor/Exhibitor's products or services.
- 15. TECHNOLOGY LAB/EXPO:** GMIS INTERNATIONAL makes no guarantees for attendance or member participation at the Technology Lab/EXPO. For sponsorships of the Technology Lab/EXPOs, the Sponsor/Exhibitor acknowledges it is their responsibility to provide timely and relevant information at the Technology Lab/EXPO. All content, equipment and training



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presented must align with the overall conference theme and program. GMIS INTERNATIONAL will not provide any content nor be responsible for ensuring member participation.

- 16. SPECIFIC CHANGES TO REGULATIONS:** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of GMIS INTERNATIONAL. GMIS INTERNATIONAL shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Sponsor/Exhibitors. Each Sponsor/Exhibitor, for himself and his employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto to conformance with the proceeding sentence.

GMIS INTERNATIONAL's decision and interpretation shall be accepted as final in all cases.