



OPERATIONS CONFERENCE
& BIENNIAL EXHIBITION
APRIL 27–30, 2021
ORLANDO, FL

Over two million miles of transmission, distribution and service lines make up the natural gas delivery system. YOU supply the operations materials and services. Access and sell to YOUR operations customers.

An Invitation To Exhibit

(Exhibit Dates: April 27–28)
Gaylord Palms Resort & Convention Center
Orlando, Florida
www.aga.org

Who Should Exhibit?

Companies engaged in operational, engineering, construction, maintenance and service-related activities, including:

GENERAL

- automated information systems
- automated mapping
- automatic meter-reading equipment
- bar-coding
- compressors
- controls
- corrosion control materials
- corrosion direct assessment
- data integration software
- distribution/construction/maintenance
- electronic mapping
- facilities management
- fire safety
- fire suppression systems
- flow computers
- gas analyzers
- gas detection devices
- gas meters
- gas quality
- gas regulators/controls/valves
- gas sampling devices
- gas turbines

- geographic information systems
- hand tools
- health and safety equipment
- internal combustion engines
- leak detection equipment
- leak survey services
- line marking and locating
- material handling, packaging and storage equipment
- natural gas transmission equipment
- odorization equipment and materials
- piping/pipe-coating materials
- plastic materials
- pollution control equipment
- pumps, fans and blowers
- SCADA and telecontrol
- supplemental gas
- underground damage prevention
- underground natural gas and propane storage
- utility construction services
- valve and heat exchangers

CONTRACTOR & CONSULTING SERVICES

- automation & telecommunications
- chemical and analytical services
- communication systems
- computer (hardware and software)
- distribution and transmission
- engineering
- environmental
- gas flow measurement
- insurance
- land management
- materials management
- mobile equipment/motor vehicles
- network analysis
- nondestructive testing
- pigging
- pipeline construction
- research and development
- safety and occupational health

AGA Operations Section At a Glance

The American Gas Association, founded in 1918, represents more than 200 local energy companies that deliver clean natural gas throughout the United States. There are more than 74 million residential, commercial and industrial natural gas customers in the U.S., of which 95 percent – more than 71 million customers – receive their gas from AGA members. AGA is an advocate for natural gas utility companies and their customers and provides a broad range of programs and services for member natural gas pipelines, marketers, international natural gas companies and industry associates. Today, natural gas meets more than one-fourth of the United States' energy needs.

The AGA Operations Section focuses on the engineering and technological aspects of transporting, storing, distributing and measuring natural gas. It aids member companies in operating safely, effectively, environmentally and economically by reducing operating costs while continuing to serve the best interests of the public. The Operations Conference and Biennial Exhibition is sponsored by the AGA Operations Section with the support of the AGA Operations Equipment & Services Associates Section.

Decision-Makers Attend!

Reach a focused segment of the natural gas distribution and transmission industry. AGA represents a national customer base with more than \$25 billion in purchasing power!

Conference registrants include the operating, technical and engineering management professionals who are directly responsible for maintaining their companies' competitive edge through safe and cost-effective transportation of natural gas. The conference is a major gathering of operations management decision-makers who evaluate, assess, recommend and select equipment, machinery and supplies, plus engineering and technical services used in the transmission and distribution of natural gas.

Statistics

The 2019 AGA Biennial Exhibition attracted 2,800 natural gas industry professionals, comprised of operations management of local, national and international gas utility and transmission AGA member companies. More than 270 domestic/international vendors occupied 100,000+ square feet of Exhibit Space, including large islands.

	Early Bird Rates (On or Before 12/1/2019)		Standard Rates (In Effect After 12/1/2019)	
	INLINE	CORNER	INLINE	CORNER
10'x10' Space	INLINE	CORNER	INLINE	CORNER
AGA-member	\$2,800	\$3,000	\$3,100	\$3,300
Non-AGA-member	\$4,050	\$4,250	\$4,350	\$4,550

INCLUDED IN EXHIBIT SPACE PRICE

- Two (2) complimentary attendant (exhibit hall access only) registrations with each booth reserved. Additional attendant registrations available at \$395 per person (exhibit hall access only). Full conference registrations are available at the AGA-member registration fee.
- Extended/Exclusive Show Hours. Total of 13 show hours, including 8 hours of EXCLUSIVE dedicated time. A preview lunch in the exhibit hall will welcome AGA Operations Section technical committee members and early arrivals. A hosted Opening Reception in the exhibit hall will launch the festivities. Plus, a cocktail hour and lunch will boost exhibit floor traffic!
- Complimentary pre- and post-show registrant mailing lists posted on the AGA website for exhibitor and sponsor access only.

- Complimentary listing in the Exhibitor Directory. Listing includes exhibitor name, marketing contact, product/service description, Exhibit Space number, etc. For inclusion in the Exhibitor Directory, a completed Exhibit Space application (including a maximum 75-word description) must be received by **April 1, 2021**.
- Food and beverage areas strategically placed within the exhibit hall to enhance and create an equitable traffic flow.
- AGA promotion of the exhibition via mass communications to targeted audiences, including AGA website announcements and advertisements in select trade publications.
- Each Exhibit Space includes an 8-foot high drape back wall, 3-foot-high drape side rails and an identification sign.
- Aisle carpeting provided. NOTE: Exhibit Space carpeting is NOT included and should be ordered in advance by exhibitor for best pricing.

Exhibit Hours

Subject to Change (All Events Hosted)

SET-UP

Sunday, April 25, 8:00 a.m. – 4:00 p.m.

Exhibits 400 sq. ft. +

Monday, April 26, 8:00 a.m. – 4:00 p.m.

All Exhibitors

BOOTH REFRESH ONLY

Tuesday, April 27, 8:00 a.m. to 11:30 a.m.

(No forklift service during Preview Lunch 11:30 a.m. – 1:30 p.m.)

(All empties must be removed by 11:30 a.m. or additional handling charge may be applied)

TUESDAY, APRIL 27

11:30 a.m. – 1:30 p.m. Preview Lunch*

6:00 – 8:30 p.m. Grand Opening Reception

WEDNESDAY, APRIL 28

9:30 a.m. – 6:30 p.m. Exhibit Hall Open

11:30 a.m. – 1:30 p.m. Buffet Lunch

12:30 p.m. – 5:30 p.m. Open for "Customer Day Appreciation Complimentary Passes"

1:40 – 5:30 p.m. Interactive Demonstrations on Stage**

5:30 – 6:30 p.m. Cocktail Hour

Dismantle

Wednesday, April 28, after 6:30 p.m. Exhibit hall must be vacated by 4:30 p.m. Thursday, April 29.

*The 2021 conference is preceded by the AGA Operations Section technical committee Spring meetings, scheduled to take place Monday, April 26 through Tuesday, April 27. A Preview Lunch will be held in the exhibit hall specifically for individuals attending the AGA Spring committee meetings, which generally attract 1,000 gas industry management level operators.

**Demonstrations must adhere to building fire code and exhibition noise policy.



OPERATIONS CONFERENCE & BIENNIAL EXHIBITION
APRIL 27-30, 2021 / ORLANDO, FL

EXHIBIT SPACE APPLICATION AND CONTRACT

Return completed application to:

AGA Exhibit Management
c/o Exhibit Promotions Plus
Email: aga@epponline.com
Ph: 410-997-0763 Fax: 410-997-0764

**NOTE: EXHIBIT PROMOTIONS PLUS
WILL SEND INVOICE FOR EXHIBIT SPACE
UPON RECEIPT OF THIS APPLICATION.**

This agreement does NOT register the Exhibitor contact or signator for conference attendance. This will need to be done SEPARATELY at the conference website, www.aga.org/OpsConf2021.

Exhibit Space Please indicate the number of Exhibit Spaces needed in the appropriate category below. Rates do NOT include carpet or furniture for your Exhibit Space.

	Early Bird Rates (On or Before 12/1/2019)		Standard Rates (In Effect After 12/1/2019)	
	# Needed INLINE	# Needed CORNER	# Needed INLINE	# Needed CORNER
10'x10' Space				
AGA-member	_____ \$2,800	_____ \$3,000	_____ \$3,100	_____ \$3,300
Non-AGA-member	_____ \$4,050	_____ \$4,250	_____ \$4,350	_____ \$4,550

Island booths are assessed the corner rate on ALL booths. A minimum of 4 booths is required for an island display.

Exhibitor Information (please print clearly)

Registered Company Name _____ Website _____

Stand Name (as it should be displayed on floor plan) _____

Executive Contact _____ Job Title _____

Address _____

City _____ State _____ Zip Code _____ Country _____

Email _____ Phone _____

BOOTH COORDINATOR: Contact _____ Email _____ Mobile _____

ACCOUNTS COORDINATOR: Contact _____ Email _____ Phone _____

Email (NECESSARY for receipt of pre-conference registration list and related details) _____

Primary Nature of Business _____

Space Preferences **View floorplan at <http://s23.a2zinc.net/clients/AmericanGasAssociation/AGAOPS2021/>**

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____

NOTE: Exhibition space assignments are made on a first-come, first-served basis and in accordance with a priority point system.

A) List firms and/or products you wish to be in close proximity: _____

B) List firms and/or products you do NOT wish to be in close proximity: _____

C) Attach to application a 75 word maximum company description of products/services to be displayed. (To appear free of charge in the Exhibitor Directory.)

Payment. All payments due within two weeks of invoice date.

		# of Booths	Total USD \$
DEPOSIT	\$300.00 per booth Deposit	x	
MIDTERM PAYMENT (by October 27, 2020)	50% of Total Space Cost		
FINAL PAYMENT (by January 27, 2021)	Remaining 50% cost of Total Space Cost		

Refer to Exhibition Information Manual For Listing of Complimentary Promotional Items Included in Cost

To view the Exhibitor Terms and Conditions, see attached or visit: <https://bit.ly/35mXWco>

A non-refundable \$300.00 per booth deposit is due within two weeks of invoice date. 50% balance is due by 10/27/2020. The remaining 50% is due 1/27/2021. Any reservations received after 1/27/2021 will require payment in full with application or within two weeks of invoice date. There is a 25% of total booth cost cancellation fee if cancellation is received between 10/27/2020 and 1/27/2021. Cancellations received after 1/27/2021 will result in full forfeiture of funds tendered plus an obligation to pay the total cost of contracted exhibit space. Cancellations must be received in writing by AGA Exhibit Management to be valid. This policy is in effect regardless of the circumstance surrounding a cancellation. *In order to qualify for member discounted pricing, your firm/organization must be a member of AGA in good standing from May, 2019 through May, 2021. If membership lapses, you will be charged the higher non-member rate.*

Exhibition General Liability Insurance. It is a condition of participation that all Exhibitors MUST have General Liability Insurance coverage for at least USD \$1,000,000 per occurrence and USD \$2,000,000 in the aggregate for the duration of the Exhibition. See Exhibitor Terms and Conditions.

Allocation & Booking Procedure. If the requirements requested are unable to be provided, then wherever possible, an alternate site will be allocated. See Exhibitor Terms and Conditions.

Contract Declaration & Privacy Consent.

I/we have read and agree that the Exhibitor will comply with the Exhibitor Terms and Conditions which together with this Application Form comprise the Exhibition Contract. The Exhibitor agrees to pay the total cost of participation specified and acknowledges that all payments are non-refundable and space need not be held without a deposit.

I, the person signing below for the Exhibitor, declare that I am authorised to sign this Exhibition Contract for and on behalf of the Exhibitor, and I personally consent to my personal information being collected and used as set out in clause 15 of the Exhibitor Terms and Conditions.

FOR AND ON BEHALF OF THE EXHIBITOR

Signature _____

Name _____

Position _____ Date _____

FOR AND ON BEHALF OF THE AMERICAN GAS ASSOCIATION
("AGA" or "ORGANIZER")

Signature _____

Name _____

Position _____ Date _____

**2021 AGA OPERATIONS BIENNIAL EXHIBITION
EXHIBITOR TERMS AND CONDITIONS**

- A. The American Gas Association (the **AGA** or **Organizer**) is conducting the 2021 American Gas Association Operations Biennial Exhibition April 27-30, 2021 (Exhibit Dates: April 27-28) at the Gaylord Palms Resort & Convention Center in Kissimmee, Florida (**Exhibition**).
- B. The party identified as the Exhibitor in the Exhibit Space Application (**the Exhibitor**) has applied to the AGA for the right to occupy exhibition space at the exhibition (**Exhibition**), on these terms and conditions (**these terms**).

TERMS AND CONDITIONS

Licence

- 1) The Exhibitor agrees to take a limited licence of the space, any shell scheme stand and other items (if any) specified in the Exhibit Space Application (**Application**) for the period of the Exhibition plus any permitted move-in or move-out periods, and the AGA agrees to grant such licence on these terms and the details in the Application (together called **this Contract**) as a binding legal contract from when the AGA or its appointed Exhibition Manager (**the Manager**) invoices the Exhibitor for the deposit payable under this Contract.
- 2) The Exhibitor will not acquire title or ownership to any shell scheme stand or other items (e.g., pipe and drape) specified in the Application or provided to it, all such items (collectively **Hire Items**), being only licensed or hired to the Exhibitor for the duration of the Exhibition only on these terms and no sale or transfer of title is intended or agreed.

Payment

- 3) The Exhibitor must pay to the AGA the total amount payable under this Contract as set out in the Application in accordance with the payment schedule specified in the Application, without any set-off, counterclaim or deduction of any kind whatsoever.
- 4) The Exhibitor irrevocably authorizes the AGA and the Manager to debit any credit card for which details are provided by or for it, with the total amount payable as specified in the Application.

Payment Default

- 5) The Exhibitor cannot cancel its participation in the Exhibition or reduce the size of its allocated space after this Contract is made.
- 6) If any payment is not made by the Exhibitor strictly in accordance with the payment schedule of the Application and the Exhibitor does not remedy the failure within 7 days of the due date, the AGA may in its absolute discretion and without limiting its rights, immediately terminate this Contract without prior notice to the Exhibitor, and may further re-hire or otherwise use the space and Hire Items allocated for the Exhibitor. In any such circumstances the Exhibitor is not entitled to refund of any moneys paid in respect of this Contract for any reason and it must:
- a) immediately pay to the AGA as a genuine pre-estimate of the loss and damage incurred by the AGA all moneys owing as at the date of termination, plus the next instalment amount which was otherwise due for payment; and
- b) reimburse any costs and expenses incurred by the AGA as a result of such failure to pay, on demand by the AGA.

Exhibitor's Obligations

- 7) The Exhibitor must:
- a) use the space allocated to it by the AGA (**Exhibitor's Space**) and any Hire Items only for display and promotion of goods and services relating to the Exhibition and all products and displays materials must be contained within the Exhibitor's Space;
- b) ensure that the Exhibitor's display at the Exhibition is of a high standard;
- c) comply with all requirements and procedures specified in the Exhibition Information Manual issued prior to commencement of the Exhibition (**Manual**), and all directions or instructions issued by the AGA or the Manager;
- d) not damage the floor, walls, fixtures, fittings or any other part of the Exhibition venue (**the Venue**) including any part occupied by the Exhibitor or any common access, egress or other areas, nor damage or remove Hire Items from the Venue;
- e) not damage or interfere with any display or property of any other person who exhibits at the Exhibition or cause any unreasonable nuisance or annoyance;
- f) complete all exhibits for display at the Exhibition according to the dates, times and manner provided in the Manual and deliver up clean and undamaged Exhibitor's Space and all Hire Items and otherwise comply with these terms by dates, times and manner provided in the Manual;
- g) ensure the display of any material satisfies the height or weight specified in the Manual or notified to it; submit design plans for the Manager's approval at least 90 days prior to commencement of the Exhibition and comply with any conditions or changes required;
- h) comply with and ensure its officers, employees, agents, contractors, suppliers, and invitees (collectively **its Personnel**) comply with these terms and all laws and regulations of the place of the Venue (including all fire,

utility and building codes/regulations) and all rules and regulations of the Venue;

- i) promptly pay and discharge all debts and other sums payable by the Exhibitor or any of its Personnel to the Venue or to any contractor or other person in connection with the Exhibition;
- j) keep and leave the Exhibitor's Space and Hire Items clean, tidy and undamaged to the satisfaction of the AGA and not leave rubbish or other matter in the Venue;
- k) not make use of any microphone, sound amplification or musical instrument without the prior written consent of the Manager;
- l) not undertake or allow any electrical work in the Venue without the prior consent of the Manager, which consent if granted may be on the basis only that the work will be performed by a qualified electrical contractor approved by the Venue;
- m) not infringe any law or any person's intellectual property rights or do or allow anything which is defamatory, libellous or otherwise actionable;
- n) not bring in or allow to be brought into the Venue any noxious, flammable or dangerous thing or material; and
- o) not assign or deal with any of its rights or obligations under this Contract or without the prior written consent of the AGA allow any other person to share or occupy any part of the Exhibitor's Space
- p) comply with all USA sanctions and trade restrictions (whether economic, political or otherwise) and substantially similar laws and regulations (collectively **USA Sanctions**).

Organizer's Rights

- 8) The AGA may in its absolute discretion:
- a) refuse the Application or cancel this Contract;
- b) terminate this Contract if the Exhibitor is or becomes subject to USA Sanctions;
- c) relocate the Exhibitor's Space, and/or amend the Exhibition floor plan at any time and the Exhibitor acknowledges that it may not receive its first or subsequent preference for space;
- d) postpone or change the dates for the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to any attendees or any conference schedule to run in conjunction with the Exhibition or change the Venue; and/or
- e) deny the Exhibitor and/or any of its Personnel entry to the Exhibition and/or the Venue if the Exhibitor is or becomes subject to USA Sanctions or has not complied with all the terms of this Contract or the Manual, and may require the Exhibitor to remove or stop any display or demonstration or close any exhibit which in the opinion of the AGA or the Manager is creating a disturbance or is unlawful, unsafe or not in the interests of the Exhibition, and the AGA will not be in breach under this Contract or obliged to refund any monies to the Exhibitor by reason of any circumstance referred to in this clause 8, which monies the Exhibitor agrees with be absolutely forfeited to the AGA.

No Guarantees or Warranties

- 9) Neither the AGA nor any person for the AGA gives or makes any warranty or guarantee, and to the extent permitted at law, the Exhibitor agrees that none of the AGA, its officers, representatives or the Manager will have any liability to the Exhibitor in relation to:
- a) any difference between the estimated and actual number of visitors to, exhibitors or sponsors at, or the identity of any exhibitors or sponsors at, the Exhibition;
- b) time or quality of services, or failure or deficiency in any services which are the responsibility of the Venue provider and/or its appointed contractors, or any defect in the Venue;
- c) the availability or otherwise of entry visas for the Exhibitor's nominated Personnel or other persons to enter the USA for the purpose of the Exhibition and the Exhibitor acknowledges and agrees that such visas might not be available, and the Exhibitor must make its own direct enquires and arrangements regarding the same with the USA State Department;
- d) cancellation, postponement, part time opening or relocation of the Exhibition or of any conference, seminar or speaker program scheduled to run in conjunction with the Exhibition, or the failure of any speaker to appear or attend; and/or
- e) any event or circumstance outside of the reasonable control of the AGA including any delay, failure, interruption or impact caused, contributed or resulting directly or indirectly from any industrial action, labour dispute, airline or transport delay, blackout, fire, war, terrorism, SARS or other virus or pandemic, civil or military unrest, government sanction or ministerial action having the force of law (including, USA Sanctions), explosion, earthquake, flood, other natural cause, or any other similar event or cause which impacts, prevents or limits the operation of the Exhibition or any associated conference or event, or adversely impacts on attendance at the Exhibition or the performance of the AGA's obligations under this Contract, and the AGA will not be in breach under this Contract or obliged to refund any monies to the

**2021 AGA OPERATIONS BIENNIAL EXHIBITION
EXHIBITOR TERMS AND CONDITIONS**

Exhibitor by reason of any circumstance referred to in this clause 9, which monies the Exhibitor agrees with be absolutely forfeited to the AGA.

Risk and Liability

- 10) The Exhibitor agrees that its participation in the Exhibition is wholly at its own risk including risk to property and persons, and that each of the AGA, its officers, representatives, the Gaylord Palms Resort & Convention Center, and the Manager to the extent permitted by law:
- a) will have no liability whatsoever to the Exhibitor arising in connection with the Exhibition, including for any injury to or death of any of its Personnel (except only to the extent directly caused by their respective gross negligence or misconduct (**Excepted Injury Liability**)) or for any loss or damage to any property brought into the Venue by the Exhibitor or any of its Personnel, all of which are at the sole risk of the Exhibitor at all times; and
 - b) to the extent of any liability they may have which is not excluded by these terms, will have an aggregate combined liability (except for any Excepted Injury Liability) of no more than the total amount paid by the Exhibitor to the Organizer under this Contract.
- 11) The Exhibitor indemnifies the AGA, its officers, representatives, the Gaylord Palms Resort & Convention Center, and the Manager from and against all suits, claims, cost, loss, expense, damage and/or liability whatsoever which they may suffer or incur (collectively **Harm**) arising from or in connection with this Contract or the participation of the Exhibitor and/or any of its Personnel in the Exhibition (including move-in and/or move-out), to the extent caused by any act, omission or default (including negligence) of the Exhibitor or any of its Personnel, or by the Exhibitor's breach of this Contract.
- 12) Notwithstanding and without limiting any other clause of this Contract, to the extent permitted by law, the Exhibitor releases the AGA, its officers, representatives, the Gaylord Palms Resort & Convention Center, and the Manager from any claim, complaint, proceedings, action or Harm whatsoever in relation to this Contract, any Hire Items, Publication and/or the Organiser General Liability Insurance to the extent not notified in writing to the AGA within seven(7) days after completion of the Exhibition.

Insurance

- 13) Without limiting any other provision, all products, equipment and other property to be exhibited or used by the Exhibitor or any of their Personnel must be fully and comprehensively insured by the Exhibitor and are at the Exhibitor's sole risk.
- 14) Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this clause. 1) Workers' Compensation Insurance; 2) Comprehensive General Liability and excess liability insurance with limits not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); 3) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damages, including loading and unloading operators.

And none of the Exhibitor or any of its Personnel must enter the Venue unless this clause is fully complied with to the AGA's satisfaction.

Privacy and Consent

- 15) The Exhibitor and each person signing the Application (**Consenting Persons**), consent, and the Exhibitor warrants that they (and each other person named in the Application) consent, under all applicable privacy and data protection laws, to (a) the collection of their information for the purpose of communicating with them in connection with the Exhibition; (b) disclosure of their information to the Manager, and to contractors and others assisting in the organisation of the Exhibition and/or the related conference (**Contractors**) and to preferred suppliers for the Exhibition (**Preferred Suppliers**); and (c) use of their personal information by the Manager, Contractors and/or Preferred Suppliers for the purpose of informing them of products, services and/or events promoted by them.

Marketing or Promotional Inclusions

- 16) If the Application specifies inclusion of the Exhibitor or any details for it in any Exhibition directory, catalogue, website or other publication or any other marketing options, the Exhibitor acknowledges and agrees as follows:
- a) the Exhibitor irrevocably grants to the AGA and the Manager a non-exclusive, royalty-free licence to publish all material containing intellectual property rights (**IP**) contained in the information, artwork and other material provided by it (**Materials**) for the purpose of any print or online directory or other catalogue or marketing for the Exhibition (each called **Publication**);
 - b) its entitlement to be included in any Publication is limited to the type and extent specified in the Application;
 - c) to provide all Materials in the format prescribed by the Manager by the prescribed deadline (**Deadline**);

- d) that it is solely responsible and liable for all of content in Materials and warrants that all content will be accurate and not contain any defamatory, slanderous, or misleading material or infringe any laws or third-party rights;
- e) that it cannot withdraw or make changes to any Materials after a Deadline;
- f) no warranty or guarantee is provided and all liability to the Exhibitor is excluded to the extent permitted at law by the AGA and the Manager in relation to (i) any content or quality of any Publication including printing errors; and/or (ii) actual circulation or distribution of any Publication;
- g) if this Contract is terminated for any reason, the AGA reserves the right to maintain any Materials in any Publication produced or printed before the date of termination and this clause 16 survives termination for such purpose; and
- h) any complimentary promotional or marketing items included under this Contract are agreed to have nil \$ value.

Tax

- 17) The amount of any value added, goods and services, sales, or other similar tax or duty (**Tax**) specified in the Application (if any) is an estimate only and the Exhibitor must pay to the AGA in addition to the cost of participation specified in the Application all Tax payable by the AGA in connection with this Contract (excluding income, company or similar tax personal to the AGA) at the same time or times as the cost or any instalment is payable.

Governing Law

- 18) This Contract is governed by the substantive laws of Washington, D.C United States (without regard to its conflict of laws provisions) and the Exhibitor and the AGA submit to the exclusive jurisdiction of the Superior Court of Washington D.C USA and the U.S. District Court for the District of Columbia.

General And Construction

- 19) No statement or representation concerning the Exhibition, or the subject matter of this Contract may be relied upon by the Exhibitor unless expressly set out in these terms and to the extent permitted at law all terms, conditions and warranties implied or imposed by law or otherwise are excluded. This Contract represents the entire agreement between the parties concerning its subject matter.
- 20) Waiver of a breach of or of any rights created by or arising under this Contract can only be in writing and signed by the party granting the waiver, and variation of this Contract must be in writing and signed by the parties.
- 21) All warranties, indemnities and exclusions under these terms and clauses 3, 4 and 6 of these terms, survive termination of this Contract.
- 22) Except for notices under clause 12, communications and notices to and from the AGA to the Exhibitor may be via the Manager appointed by the AGA, for and on behalf of the AGA.
- 23) Intended Third Party Beneficiaries: The AGA holds the benefit of any indemnity or agreement given or made under this Contract and expressed to be in favour of or for the benefit of the Manager or another person, on trust for the Manager and such other person, the Gaylord Palms Resort & Convention Center, who are intended third party beneficiaries of this Contract and who may rely on the same notwithstanding that they are not party to this Contract.
- 24) The Exhibitor acknowledges that the AGA and/or its service providers own all copyright and any other intellectual property rights in all logos, documents, works or other things created in relation to Exhibition, excluding IP in the Exhibitor's Materials.
- 25) In this Contract: all references to payment to the AGA, mean payment hereby directed to the AGA by the method specified in the Application; the singular includes the plural and vice versa; headings are for reference and do not affect meaning; "including" and "includes" are not words of limitation; no rules of construction will apply to the disadvantage of a party who put forward this Contract or any part; "at law" or "applicable law" means under the laws of Washington D.C, USA; any invalid, unenforceable, or void part will be severed to the extent invalid, unenforceable or void and the remainder will remain in full force and effect; the consent of the AGA and the Manager may be withheld or given on conditions in their absolute discretion; reference to any currency or to \$US means United States Dollars; and nothing in this Contract can be construed as a lease, right of lease, or possession or exclusive occupancy.
- 26) In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision(s), and such invalid provision shall be deemed to be severed from this Contract.