Michigan District of the Lutheran Church – Missouri Synod All Pastors' Conference 2019 - Exhibitor Display Contract

This contract is entered into this day by and between The Michigan District of the Lutheran Church - Missouri Synod (Michigan District - LCMS) and exhibitor listed below (exhibitor) concerning exhibit space for the *All Pastors' Conference 2019*. Michigan District - LCMS is a Michigan Ecclesiastical Corporation with its principal place of business at 3773 Geddes Rd, Ann Arbor, Michigan 48105.

General Conference Information

The Conference will be held from Sunday, October 6 through Tuesday, October 8, 2019 at Boyne Mountain Resort, 1 Boyne Mountain Road, Boyne Falls, MI 49713. Exhibit space will be contracted for the days: Monday, October 7 and Tuesday, October 8, 2019. Additional conference information is available on the Districtor website at www.michigandistrict.org/apc19.

IT IS AGREED:

- 1. **Exhibitor Display** Subject to the terms and conditions hereof, Michigan District LCMS hereby agrees to provide the exhibitor with space at Boyne Mountain Resort in a designated exhibit area. Said space will be 8 feet by 5 feet and supplied with two chairs and one 8 foot covered & skirted table. The location of the space shall be assigned by the Michigan District LCMS. Other furnishings will have additional expenses.
- 2. **Fees** Exhibitor display fee is \$175, plus \$25 for each representative, \$25 for electricity, and \$35 for additional tables. A limited number of displays spaces have electricity and will be given in the order we receive registration and contracts. You must provide your own extension and power cords. Each representative from an organization must be registered and be issued a name badge. Conference meals and housing are also available for a fee.
- 3. **Installation of Display** The exhibitor shall set up its display in its assigned space between the hours of 6:30am and 7:30am on Monday, October 7, 2019. In the event the exhibitor fails to install its display by 7:30 am on Monday, October 7, 2019, Michigan District LCMS may, without notice to the exhibitor, terminate this contract without refund and reassign the contracted space. All decorative materials, flags, signs, equipment and other such items installed by the exhibitor in its space shall comply with all ordinances, rules and regulations relating to fire safety promulgated by any local, state, or Federal ordinances and Boyne Mountain Resort.
- 4. **Exhibit Hours** As the exhibit hours will be publicized to conference attendees, exhibitors must keep their booths open during the following exhibit hours:

Monday, October 7 - 7:30 am to 2:30 pm

Tuesday, October 8 - 7:30 am to 2:30pm

- 5. **Assignment and Use by Others** The exhibitor shall not assign its rights herein nor permit any other person, firm or corporation to use any portion of its assigned space without written consent from Michigan District LCMS.
- 6. **Food and Beverage Distributions; Sales of Items** Boyne Mountain Resort is the exclusive provider of food and beverages for the conference. Exhibitors may not sell or distribute food or beverage (including bottled water) at any time during the conference. Exhibitors that offer non-food items for sale at the conference must comply with all governmental regulations, including having a sales tax license on location.
- 7. **Exhibitor Responsibility** The exhibitor shall be solely responsible for safeguarding all property of the exhibitor in its space or at any time located elsewhere at the conference site and the exhibitor waives all claims against Boyne Mountain Resort and the Michigan District of the Lutheran Church Missouri Synod, and holds all persons, firms and corporations associated therewith harmless from any and all liability and expense arising out of or in connection with any claims, demand of cause or action resulting in whole or in part from the act of the exhibitor or its representatives or from the exhibitor of use and occupation of its space or acts thereto.

The exhibit space is planned to be in the Arlberg room. The area **will not be able to be completely secured**. Exhibitors should make provisions to cover displays at night and secure all valuables by keeping them in their hotel room or taking them with you at night.

Exhibitor shall be liable for all damages to property and equipment (normal wear and tear excepted) and personal injury caused directly by and to the extent of the acts, errors, or omissions of exhibitor, its agents and employees. Exhibitor will secure and provide insurance coverage for such liability.

- 8. **Failure to Provide Display Space** In the event the Michigan District LCMS fails to provide the exhibitor with space as herein required for any reason whatsoever, including without limitation fire, strike, cancellation of the conference or cancellation of any underlying agreement, the Michigan District LCMS shall promptly refund any fees paid to the Michigan District LCMS and the same shall be accepted by the exhibitor as liquidated damages for all loss or damage suffered by the exhibitor from such failure.
- 9. **Special Restrictions** The Michigan District LCMS reserves the right to terminate this contract and/or prohibit the installation or operation of any display, any part thereof or any activity in connection therewith which the Michigan District LCMS, in its discretion, determines to be inconsistent with the character of the convention. The Michigan District LCMS further reserves the right to issue such rules and regulations concerning the operation of the exhibitor¢s display as it determines are necessary and appropriate and the exhibitor hereby agrees to abide thereby.
- 10. **Notices and Payment** All notices and payment to the Michigan District LCMS shall be sent to: Michigan District LCMS, Exhibitor Registrations, 3773 Geddes Rd, Ann Arbor, Michigan 48105.

By registering for this conference as an exhibitor, you agree to these terms.