

## Michigan District of The Lutheran Church–Missouri Synod West Pastors' Conference - 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 *West Pastors' Conference 2020*. 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 Monday, May 18 through Tuesday, May 19, 2020 at Great Wolf Lodge. Exhibit space will be contracted for Monday, May 18, 2020. Additional conference information is available on the District's website at <http://www.michigandistrict.org/west20>

### IT IS AGREED:

- 1. Exhibitor Display** Subject to the terms and conditions hereof, Michigan District, LCMS hereby agrees to provide the exhibitor with space in the Exhibit area Monday, May 18, 2020. Said space will be 9' x 5' and supplied with two chairs and one covered table. The location of the space shall be assigned by the Michigan District, LCMS. Additional tables and chairs will have additional expenses, please inquire if you need more than one table to see if we have the space to accommodate you.
- 2. Fees** Exhibitor display fee is \$125, plus an additional fee of \$10 for electricity. Conference meals and lodging are also available for a fee. **Please register each person exhibiting at your booth using the exhibitor registration on the website listed above, even if not purchasing meals.**
- 3. Installation of Display** The exhibitor shall set up its display in its assigned space between the hours of 11:00 and 12:00 pm on Monday, May 18, 2020. In the event the exhibitor fails to install its display by 12:00 pm on Monday, May 18, 2020, 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 the City of Traverse City, by Great Wolf Lodge, or other legal authority.
- 4. Display Hours** The exhibitor agrees to have its booth set up during **ALL** hours of operation. The Exhibit area is scheduled to be open:  
  
Monday, May 18 - 12:00 pm to 6:00pm
- 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** Great Wolf Lodge is the exclusive provider of food and beverages for this conference. Exhibitors may not sell food or beverages anywhere on Great Wolf Lodge property. Exhibitors that offer non-food items for sale at the Convention 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 the City of Traverse City, Great Wolf Lodge 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's use and occupation of its space or acts thereto.

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.