Michigan District of The Lutheran Church–Missouri Synod South and East 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 *South and East Pastors Conference 2024*. 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 Tuesday, May 14 through Wednesday, May 15, 2024 at the Bavarian Inn Lodge and Conference Center in Frankenmuth, Michigan. Exhibit space will be contracted for the days: Tuesday, May 14 and Wednesday, May 15. Additional conference information is available on the District's website at <u>www.michigandistrict.org/se24</u>

IT IS AGREED:

1. Exhibitor Display Subject to the terms and conditions hereof, the Michigan District, LCMS hereby agrees to provide the exhibitor with space in the Exhibit area Tuesday, May 14 and Wednesday, May 15, 2024. 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 \$150. Electricity is available for an additional charge of \$25. An extra table is \$25. Conference meals and lodging are also available for a fee. Each additional representative from an organization must register at a cost of \$50 and be issued a name badge.

3. **Installation of Display** The exhibitor shall set up its display in its assigned space between the hours of 9:00 a.m. and 11:30 a.m. on Tuesday, May 14, 2024. In the event the exhibitor fails to install its display by 11:30 a.m. on Tuesday, May 14, 2024, the 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 Frankenmuth, by Bavarian Inn Lodge and Conference Center, 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:

Tuesday, May 14 - 11:30 a.m. to 5:30 p.m.

Wednesday, May 15 - 8:00 a.m. to 11:00 a.m.

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 the Michigan District, LCMS.

6. Food and Beverage Distributions; Sales of Items Bavarian Inn Lodge and Conference Center is the exclusive provider of food and beverages for this conference. Exhibitors may not sell food or beverages anywhere on Bavarian Inn Lodge and Conference Center property. 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 the City of Frankenmuth, Bavarian Inn Lodge and Conference Center, 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 conference. 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.