

Company Information and Authorization

Company Name (as it should appear in print): _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Web Address: _____

Signature (cannot be processed without signature): _____ Date: _____

Completion and submission of this form constitutes agreement to Terms and Conditions on reverse side.

Exhibit Organizer Contact (if different from above):

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: (individual to receive all booth information): _____

Booth Reservation

\$2,500 (USD) per 10' x 10' booth or \$25 per square foot, plus \$150 per exposed corner.

Exhibitor agrees to enclose a 50% deposit with this executed agreement. Exhibitor agrees to remit the balance of the fee by **September 16, 2014**. For all agreements executed after **September 16, 2014** the exhibitor agrees to enclose 100% of the total rental cost.

SPACE WILL BE RELEASED IF DEPOSIT IS NOT RECEIVED WITHIN 30 DAYS.

Please reserve _____ (quantity) 10' x 10' space(s). Corner charge _____ (quantity) is \$150 per corner.

The total rental charge will be \$ _____.

Indicate space number(s) requested in order of preference: _____, _____, _____, _____

Fee Includes:

General security during installation, show hours and dismantle; 8' draped back wall and 3' side rails; 44" x 7" identification sign; aisle carpeting and aisle carpet cleaning; exhibitor services e-manual; hosted welcoming reception and happy hour in the exhibit hall; one full conference registration per 10'x10' space; complimentary exhibition invitations; listing in the preshow and final show directories; listing on TMS Web site; and pre- and post-meeting registrant mailing lists. The exhibit space will be assigned by TMS according to the TMS Exhibition Rules and Regulations.

CANCELLATION: Read the cancellation clause (Items 3) of the Terms and Conditions. **NO REFUNDS WILL BE ISSUED AFTER NOVEMBER 16, 2014.**

Phone: (724) 776-9000 ext. 231 ♦ **Fax:** (724) 814-3141 ♦ **E-mail:** exhibits @tms.org ♦ **Mail:** 184 Thorn Hill Road Warrendale, PA 15086 USA

PAYMENT METHODS:

Please make checks payable to **TMS- The Mineral, Metals & Materials Society**, complete the contract and mail with payment to: TMS, Accounts Receivable, 184 Thorn Hill Road, Warrendale, PA 15086-7528 or fax to: **724-814-3179** with credit card payment info.

Credit Card (Type) _____ Card No: _____ Exp. Date: _____

Amount: \$ _____ Signature (cannot be processed without signature): _____

*Do you authorize use of this credit card for any unpaid balance owed after **September 16, 2014**? YES NO

Wire/Bank Transfer Information: PNC Bank, NA Account # 1043396732 ABA ROUTING # 04 30 00 096 Swift Code – PNCC US 33

TO BE COMPLETED BY TMS STAFF ONLY:

Accepted by: _____ Date: _____ Invoice #: _____ Invoice Date: _____ Invoice Amount: _____ Payment: _____

Terms and Conditions

- 1. Exhibits, Eligibility, Assignment, and Relocation:** Eligible exhibits include products, components, systems, services, and publications in the materials science, metallurgical, or allied industries activity. TMS reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor. Exhibitor understands and agrees that TMS has sole discretion on the assignment of booths and is under no obligation to assign Exhibitor any of the booths preferred by the Exhibitor. TMS reserves the right to alter Exhibitor's assigned location any time at its sole discretion if deemed in the best interests of the exhibit and reserves the right to alter the exhibit hall floor plan at any time.
- 2. Payment Policy:** Net invoice amount is due within 30 days upon receipt of a TMS invoice. Prompt payment will guarantee listing in the pre-show directory and continue the secure reservation of the booth space(s). Invoices for reserved booth space(s) not paid within 30 days may, at the discretion of TMS, result in cancellation of the booth reservation. For reservations received after September 16, 2014, rental must be paid in full upon the reservation of the requested booth space. The Exhibitor agrees to indemnify and reimburse TMS for the costs of all services and expenses incurred in connection with any collection effort should it be necessary for TMS to engage legal counsel or a collection agency to collect moneys due TMS as a result of Exhibitor's failure to pay.
- 3. Cancellation/Refunds:** Cancellations must be made in writing (e-mail or fax is accepted) and are effective the day of receipt. Exhibitor has the right to terminate this contract upon written notice to the Association within thirty (30) days after the contract date specified on the face hereof. Any exhibiting company cancelling booth space after 30 days forfeits 50% of the total rental charges. Any exhibiting company cancelling after November 16, 2014 forfeits 100% of the total rental charges. Reductions in or downsizing in booth space will be treated as cancellations and any refunds will be made accordingly. Exhibitors are considered 'no show' if a company does not occupy an exhibit in the designated space one hour before the scheduled opening of the exhibition, and has not given TMS the required written notice of cancellation. TMS has the right to use 'no show' exhibit space in such a manner as it may deem in the exhibition's best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to pay the full booth rental fee. Any exhibiting company cancelling with a balance due is responsible for paying the remainder in full within 30 days of the cancellation.
- 4. Rules and Regulations:** Exhibitor must comply with all published TMS show rules and regulations and those published by the venue. Exhibitor shall comply with all health and safety ordinances established by federal, state or local authorities. Exhibitor agrees that failure to conform to all facilities and local rules and regulations may result in penalties imposed by TMS, including closure of its exhibit.
- 5. Move-in and Removal of Exhibits:** The show schedule is included in the Exhibitor Service Manual. Exhibits not set up at least one hour prior to the opening of the exhibition will be considered as 'no shows' and subject to policies set forth in #3 above. Displays must remain fully intact and be fully staffed during all exhibit hours. Exhibitors dismantling or removing displays prior to the show close will forfeit priority points toward space selection at future TMS exhibitions. Removal of exhibits must be completed by the official move-out time.
- 6. Subletting Space:** No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Subdivisions and subsidiary organizations that share space with a parent company will not be recognized as Exhibitors.
- 7. Exhibit Services and Exhibitor-Appointed Contractors:** As a convenience to Exhibitors, TMS has selected certain firms as official contractors, with labor and equipment to be provided at prevailing rates and terms. TMS assumes no liability or responsibility related to the performance by such firms. Exhibitors who plan to have a contractor other than the official service contractor must notify TMS in writing 30 days prior to move-in and provide TMS with a certificate of insurance evidencing Commercial General Liability insurance with limits not less than \$1,000,000 and Workers Compensation Insurance in full compliance with statutory limits covering the contractor's employees. All outside contractors must comply with TMS exhibit rules and regulations.
- 8. Union Labor:** Exhibitors shall be bound by all contracts in effect between service contractors, the exhibition venue, and labor organizations.
- 9. Displays:** Exhibitors must adhere to IAEM guidelines for all displays/exhibits. Exhibitor displays that do not meet IAEM guidelines must be approved by TMS prior to the exhibition. Exhibitors who assemble a display that does not meet IAEM guidelines or obstructs sight to other exhibitor booths will have their booths moved, rearranged, or dismantled at their expense.
- 10. Noise Level Restriction:** Sound levels must be kept at a volume not to exceed that of normal conversations (<85 decibels). It must not interfere with neighboring exhibitors and must be devoted exclusively to the business of the Exhibitor. TMS reserves the right to request the termination of use of noise making devices, machinery or presentations when determined that the level may infringe upon neighboring Exhibitors ability to conduct business.
- 11. Food and Beverage:** Food and beverages may only be distributed in the exhibit hall with prior approval by TMS. The use and presence of alcoholic beverages within the exhibit booth is prohibited except when sponsored by TMS in the form of unified receptions, or with prior written approval of TMS.
- 12. Conflicting Meetings and Social Activities:** In the interest of the entire event, Exhibitor agrees not to extend invitations to meetings, receptions, outings, social events, or otherwise encourage attendee absence from the conference or exhibit hall during conference and show hours.
- 13. Photography:** TMS reserves the right to use and publish photographs of booth display and personnel for Society publications, electronic reproductions (Web sites) and/or promotional materials, or for any other purpose and in any manner or medium. The Exhibitor hereby releases the photographer and TMS from all claims and liability relating to said photographs.
- 14. Insurance:** TMS shall not be liable for loss or damage of any article of equipment or property of Exhibitor that Exhibitor may suffer during installation or removal or during the exhibit itself, by reason of theft, fire, accident, or any other destructive cause. Exhibitors must, at their sole cost and expense, procure and maintain through the term of this contract, including move-in and move-out days, the following insurance: (a) workers compensation as required by statute in the jurisdiction where event is to be held including employers liability insurance with limits not less than \$1,000,000; and, (b) commercial general liability insurance with limits not less than \$1,000,000 per occurrence. All exhibiting companies must provide TMS with a certificate of insurance within 30 days of show start date showing the above terms along with TMS named as additionally insured.
- 15. Indemnification and Waiver:** The Exhibitor agrees to indemnify, defend and hold harmless the exhibition, TMS, the venue, and their respective members, officers, directors, agents, and employees (together, the "Indemnittees") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (inclusive of attorney fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees. Exhibitor hereby waives each and every claim that arises or may arise in its favor against any one or more of the indemnittees for any and all losses of damage covered by valid and collectible insurance. Such waiver precludes the assignment of claim by or otherwise.
- 16. Cancellation of Event:** Neither TMS nor the exhibitor shall be liable for failure to perform its obligations, if prevented from doing so by any cause beyond its reasonable control, inclusive of fire, flood, riot, earthquake, civil commotion, insurrection, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, or any law or government action that becomes effective after the date of execution of the contract. In the event the show is cancelled because of a reason beyond the control of TMS, the Exhibitor will be reimbursed for any prepaid space rental fees, after all related show expenses incurred by TMS through the date of cancellation have been met plus an administrative fee and overhead expenses.
- 17. Enforceability; Severability:** If any provision of this contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings of this contract are intended for convenience of reference and shall not affect their interpretation.
- 18. Entire Agreement:** This contract contains the entire understanding of the parties, and there are no representations, warranties, or undertakings other than those expressly set forth herein.
- 19. Amendment to Rules:** Any and all matters or questions not specifically covered by the terms and conditions herein shall be subject to the sole discretion of TMS. TMS may make reasonable changes, amendments, or additions to these terms and conditions that it may deem necessary for the proper conduct of the exhibition. Any such changes shall be binding on Exhibitors equally with the other terms and conditions contained herein.