

MACS 2023 Training Event & Trade Show Application and Agreement for Exhibit Space



Please complete all sections to apply for exhibit space for the 42nd annual MACS Training Event & Trade Show
February 2 - 4, 2023 at the Gaylord Opryland Resort, Nashville, TN.

1. EXHIBITOR INFORMATION

All HIGHLIGHTED information will be PRINTED ON THE EXHIBITOR LIST - PLEASE TYPE OR PRINT CLEARLY.

Contact (Please Print): _____

On-site Cell# _____

ADMINISTRATIVE INFO - SEND ALL CORRESPONDENCE TO:

Same as contact info to the left.

Company: _____

Address: _____

City/State/Province: _____

Zip: _____ Country: _____

Office Phone: _____

Email: _____

Website: _____

Company: _____

Administrative Contact: _____

Administrative Email: _____

Address: _____

City/State/Province: _____

Zip: _____ Country: _____

Phone: _____

E-mail: _____

2. BOOTH SELECTION & FLOORPLAN

Please list six (6) booth choices

MACS Member Fee

Non-member Fee

	Received by 9/23/22	Received after 9/23/22		Received by 9/23/22	Received after 9/23/22
10x10	\$1595	\$1945	10x10	\$2515	\$2625
10x20	\$2695	\$3195	10x20	\$3460	\$3785

3. COMPANY CONFLICTS

Exhibitor requests, that if possible, Show Management avoid assigning space near the following competitors: _____

4. PAYMENT OPTIONS

MACS reserves the right in its sole discretion to determine which exhibits and / or proposed exhibitors will be accepted and permitted at the MACS Trade Show. No rights to a license for exhibit space at the Trade Show are granted to the applicant by virtue of his receiving from or submitting this application to MACS. This contract becomes effective when acceptance is signed by MACS Event Manager. In the event of fire, strikes or other uncontrollable circumstances, this contract will not be binding. Rules subject to revision by Show Management and all points not covered are subject to their decision, which will be final. It is fully understood and agreed that the agreement between the parties hereto is fully and entirely expressed herein, and that there is no oral or verbal contract, agreement or understanding of any kind whereby the terms are or can be changed, varied or modified in any manner whatsoever. Please see next page for full show policies governing your exhibit.

Photo release: Upon signing this form, I give my permission to the Mobile Air Climate Systems Association to use mycompany/staff/image/Trade Show booth for MACS publications that do not endorse or advertise any other specific commercial product.

Number of booths _____ Total Cost: _____

___ Check enclosed (made payable to: MACS) ___ Visa ___ Mastercard ___ AMEX ___ Discover

Card Number: _____ Exp. Date: _____ Security Code: _____

Cardholder Name: _____ Signature: _____

5. SIGN HERE AND RETURN TO:

MACS, PO Box 88, Lansdale, PA 19446 Attn: Pam Smith / Fax: (215)631-7017
psmith@macsmobileairclimate.org / Ph: (215)631-7020 x 306

My signature confirms that I have read and understand the rules & policies of the 2023 MACS Trade Show rules and regulations which were provided to me with this contract. I also read and understand the copyright infringement policy item 30.

Authorized signature _____ Date: _____

CANCELLATION POLICY
Cancellation 60 days before show, December 2, 2022 - 90% refund
Cancellation 59 days or less before show - no refund



1. Show Sponsorship and Management. The show is produced by and is the property of the Mobile Air Climate Systems Association. MACS will provide all show management functions and establish all show policies. MACS will be referred to throughout these Rules and Regulations as "Show Management." Each prospective Exhibitor is required to sign the Application and Contract for Exhibit Space. By doing so, exhibitor subscribes to the Rules and Regulations, which are a part of the Application and Contract. Show management reserves the right to determine eligibility of exhibitor for inclusion in the show, prior to or after execution of this Agreement.

2. Assignment and Relocation of Booths. Exhibitor understands and agrees that Show Management has sole discretion on the assignment of booths. Show Management is under no obligation to assign Exhibitor any of the six choices preferred by the Exhibitor. Further, Show Management reserves the right to alter Exhibitor's assigned location at any time in its sole discretion if deemed in the best interests of the Show; however, before exercising such discretion, Show Management will consult with Exhibitor.

3. Exhibit Booths. Booth backdrops are 8' high by 10' wide. Wings extend 10' away from backdrop. Standard booth equipment is of aluminum construction with draped dividers 36" high. The Exhibitor may not erect an exhibit backwall higher than 8' and will confine all side walls 36" or higher to within 2' of the back line of his booth space unless written permission is granted to do otherwise by Show Management.

4. Furnished Equipment. Show Management will furnish each Exhibitor back and wing drapes (blue & white), and one identification sign with booth number. An Exhibitor service kit containing forms for booth furnishings, freight arrangements, power needs, etc. will be emailed to Exhibitor.

5. Furnished Service. Advance publicity and advertising will be furnished for the benefit of all Exhibitors, at no extra charge.

6. Installation and Dismantling. Move in will be on Thurs., February 2, 2023, 8am - 5pm. Booths must be fully completed by Thurs., February 2, 2023, at which time there will be an inspection by Show Management. Removal and storage of crates will be at the Exhibitor's expense. Exhibitors will be required to accept delivery of all incoming shipments within the confines of their own booths. Dismantling will start only after the close of the show on Friday, February 3, 2023 and end at 11 pm. Failure to remove an exhibit in the allotted time will afford the Management the right to remove same and place in a warehouse subject to the Exhibitor's disposition, with all charges to follow, and at no liability to the Management.

7. Overtime. Saturday, Sunday, holidays, as well as during hours prior to 8 a.m. and after 5 p.m. on weekdays, carry overtime charges.

8. Cancellation By Exhibitor. Exhibitor understands and agrees that commitments have been, or will be, made by Show Management in reliance upon Exhibitor's Application and Contract for Exhibit Space. Therefore, it is specifically understood and agreed that Exhibitor shall have no right to cancel this Contract after its acceptance. Refund of the Exhibitor's deposit will be made in the event Show Management does not accept the Exhibitor's Application and Contract for Exhibit Space. However, in the event Exhibitor desires not to occupy the contracted space, Exhibitor shall promptly notify Show Management in writing of his intention to cancel. Cancellation of exhibit space 60 days before show or December 2, 2022 will result in ten percent (10%) of full exhibit price being retained by show management. Cancellation 59 days or less before show will receive no refund.

9. Cancellation by Show Management. In the event it is not practical to carry out the terms of this Contract for any reason, including but not limited to, destruction or damage of hotel or convention center premises by fire, if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or by Show Management, this contract may be terminated by Show Management in its sole discretion. In the event of such termination, the Exhibitor hereby waives any and all claims of any kind for damages and agrees that the sole liability of Show Management shall be to return to each Exhibitor his space payment less his pro-rata share of all costs and expenses incurred and committed by Show Management up to the time of the event giving rise to the cancellation of the show.

10. Subletting Space. The space contracted is to be used specifically and solely by the Exhibitor whose name appears on this Contract. Exhibitor shall not exhibit, offer for sale, or provide advertising or literature concerning products or services not manufactured, represented or exclusively distributed by them, unless approved in writing by the Show Management.

11. Outside Exhibits and Activities. Exhibitor agrees not to take advantage of the show to exhibit his products, or to promote or otherwise exploit his company, product or product name(s) in any manner that would be detrimental to the success of the show and training event. The Exhibitor further agrees that, if he has a hospitality suite in the hotel, it will not be open during show hours. He also agrees not to entertain visitors during show hours in a rented function room or other rented facility, or to otherwise induce visitors away from the show.

12. Signs. The names of the companies, products or individuals other than those concerned with normal product distribution for the Exhibitor are expressly prohibited in the space contracted for.

13. Exhibit Hours. Each Exhibitor is required to keep at least one attendant in his exhibit during all display hours. No one will be permitted in any Exhibitor's booth at any time during installation or dismantling of the show or at any time other than published show hours unless he himself is, or is accompanied by, a person able to positively identify himself as an employee or authorized representative of the Exhibitor whose booth he is in. Violators will be subject to expulsion for the balance of the show, and subject to be ruled ineligible for the next show.

14. Labor. GES has been designated by Show Management as the official labor contractor of the exposition. GES will have skilled labor to assist exhibitors to perform unpacking, assembling, dismantling, and packing of displays and equipment. Arrangements for temporary labor may be made through GES. Official labor forms are included in the service manual. You, as an exhibitor, may install and/or dismantle your own booth in your assigned exhibit space provided you have met all the requirements of Show Management and the facility. Any work outside your assigned space, including the handling of freight or equipment to your booth, is prohibited, except for hand carried items. A service desk in the exhibit area will be maintained by GES during the installation, exhibit hours, and dismantling to handle any additional requests made by Exhibitors, however, all Exhibitors are encouraged to order as early as possible using the order forms they will be receiving. Exhibitors who plan to have an exhibit service firm (other than GES) unpack, erect, assemble, dismantle and pack displays/equipment must abide by the following rules:

a. Notify Show Management at least 45 days prior to the show of the name of the service firm, address and supervisor in attendance.

b. The service firm must notify Show Management at least 45 days prior to the show of the names of all employees working on the show and furnish proof of bond or insurance coverage as requested by Show Management.

c. Upon arrival at the exposition site, service companies must register with Show Management to receive permits to work on the exposition floor.

d. Where union personnel are required by the hotel or the service firm selected by an Exhibitor, it shall be the Exhibitor's responsibility to comply with such requirements. In no event shall Show Management be responsible for the conduct of exhibit service firms or their employees. Show Management assumes no responsibility for failure to perform by service firms, their employees or agents, or any other matter relating to service firms.

15. Delivery and Removal During Show. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show without the prior written permission of Show Management.

16. Use of Facility. The aisles, passageways and overhead space above 8' from the floor level, remain strictly under control of Show Management, and no signs, exhibits, decorations, banners, or other physical display will be permitted in them except by special permission prior to conference date. All exhibits must remain within the confines of the contracted space and no Exhibitor will be permitted to erect any physical display in such manner as to obstruct the view, subject passers-by to inadvertent injury or disadvantageously affect the displays of other Exhibitors. Uniformed attendants, models and employees must work within the space contracted for and if in the aisles, no greater than 3' from the booths. Any and all advertising matter must be distributed within the Exhibitor's booth space. No outside food and beverage allowed. All food and beverages must be purchased through the hotel.

17. Liability. "The exhibitor assumes all responsibility for any and all loss, theft or damage to exhibitor's displays, equipment and other property while on Gaylord Opryland premises, and hereby waives any claim or demand it may have against Gaylord Opryland or its affiliates arising from such loss, theft or damage. The exhibitor agrees, for the benefit of Gaylord Opryland and its affiliates, to comply with all Gaylord Opryland policies and procedures for exhibitors and all applicable laws, codes and regulations. In addition, the exhibitor agrees to defend (if requested by and with counsel satisfactory to Gaylord Opryland), indemnify and hold harmless Mobile Air Climate Systems Association and Gaylord Opryland and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs, up through and including any appeal arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or in part thereof or any negligent act, error or omission or willful misconduct of the exhibitor or its employees, contractors, subcontractors or agents."

18. Failure to Make Payment. Any Exhibitor failing to occupy by Friday, February 3, 2023 any space contracted for is obligated to pay the full cost of such space. Any Exhibitor who shall fail to make the payment as herein provided, whether such Exhibitor desires to exhibit or not, shall thereby and thereupon forfeit all rights in and the use of selected space, and Show Management shall have the right to dispose of such space in such manner as it may consider to be in its interests without incurring any liability towards Exhibitor. In the event space contracted for by an Exhibitor is not sold by Show Management and remains unoccupied on the opening day of the show, the Exhibitor who fails to pay for and occupy said space shall be and remain liable for the payment agreed upon. Show Management assumes no responsibility for having included the name of the defaulting Exhibitor or descriptions of his products in the show catalog, brochures, news releases or other materials.

19. Insurance. It is distinctly agreed and understood that in no case shall Show Management, its officers and/or agents be responsible for any loss, theft, damage by fire, or injury of any character to any person or article of equipment of Exhibitor which Exhibitor may suffer during installation or removal or during the Show itself. Watchmen will be on active duty day and night, but the Show Management, while taking precautions against loss, will not guarantee against it. Exhibitors wishing to insure their goods must do so at their own expense.

20. Unforeseen Expenses. Show Management will not be liable in any instance for any unforeseen expenses incurred by Exhibitor due to terms of the lease between Show Management and Gaylord Opryland management.

21. Safety, Fire and Health. The Exhibitor must comply with all safety, fire and health ordinances regarding installation and operation of equipment, and if required, obtain appropriate licenses for operating his exhibit. All display, exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. Compliance under this provision shall be the sole responsibility of the Exhibitor, and any liability or damages as a direct or indirect result of a violation hereunder shall be the responsibility of the Exhibitor as provided under Paragraph 17 of these Rules and Regulations.

22. Care of Building. No Exhibitor may allow an article to be brought into or permit any act to be done on the premises which will violate or increase the premiums or void policies of insurance held by Show Management or the exhibit hall's owners. No Exhibitor may permit any act by its employees, agents, patrons or guests by which the premises, including space occupied by Exhibitor, shall in any manner be marred or defaced. Nothing will be attached to the walls or other portions of the building which would damage same. Exhibitor must surrender the space occupied by him in the same condition as at the commencement of occupation. Any damage done to the premises by the Exhibitor shall be made good to Show Management or the building owners as their interests may appear.

23. Photographs and Television Coverage. Arrangements for taking photographs and/or television coverage must be made with and approved by Show Management and Gaylord Opryland.

24. Sound Producing Apparatus. No Exhibitor shall show any goods or apparatus in operation if the same are noisy or objectionable to surrounding Exhibitors, or to Show Management.

25. Passes for Exhibitors and their Employees. Appropriate badges and identification will be furnished to Exhibitors and their employees by the Show Management upon proper registration. Access to exhibition area will not be allowed without such identification.

26. Hosted Activities. Exhibitor understands and agrees that neither these Rules and Regulations nor any other agreement between Exhibitor and MACS encourages or authorizes Exhibitor to host a hospitality suite, cocktail party, or other social or business function in connection with this show, exhibition, or conference. If Exhibitor holds such a function, these Rules and Regulations require that it be conducted in strict accordance with all Hotel policies (if held at Hotel) and with the highest standards of appropriate and responsible business conduct. Further, in addition to and not in limitation of any other provision contained herein, Exhibitor agrees to indemnify MACS against all claims, liabilities, or costs of any type incurred as a result of or related to any such function organized, held, sponsored, or similarly participated in by Exhibitor, including the cost of MACS's counsel to consider, address, or defend against same.

27. Violations. Any violation of any of the terms and conditions of these Rules and Regulations on the part of Exhibitor will nullify Exhibitor's right to occupy space, and such Exhibitor will not be released from liability and will forfeit to Show Management all monies which have been paid. In case of any violation of the terms and conditions of these Rules and Regulations on the part of the Exhibitor, right is hereby given to the Show Management to terminate the agreement, at its option, and the Show Management may re-enter and take possession of the space occupied by the Exhibitor, and remove all persons and goods at the Exhibitor's own risk.

28. General. All matters and questions not covered by these Rules and Regulations are subject to the decision of Show Management. These Rules and Regulations may be amended at any time by Show Management, and all amendments or additions that may be so made shall be as equally binding on all parties affected as the original Rules and Regulations.

29. Offensive Material. The Mobile Air Climate Systems Association prohibits the displaying or use of any materials (in any form and for any purpose) that are offensive, objectionable, or otherwise inappropriate in the discretion of MACS. Examples of such materials include messages that are: (1) knowingly false and/or defamatory; (2) abusive; (3) vulgar; (4) hateful; (5) harassing; (6) obscene or profane; (7) sexually oriented or suggestive; (8) demeaning or insulting to anyone on the basis of sex, sexual orientation, race, age, national origin, or religion; or (9) are otherwise violative of a law. Further, no exhibitor is to post any copyrighted material unless that person owns, or has a license to so use, the copyright. While MACS will take reasonable steps to remove material that violates these policies and terms, it can not guarantee prompt removal of any such materials and does not assume any liability for any failure to enforce the terms of its policies and this contract. MACS does however reserve the right to evict any person or business from its Trade Show and Training Event that is found to be in breach of this contract, without any refund or reimbursement.

30. Counterfeiting and Trademark Infringement Policy. Exhibitor agrees to advertise or display the products indicated by the exhibitor in the "Merchandise to be Displayed" form and that are intended for and generally used in a manner that conforms to state, federal, or other applicable laws or regulations. Exhibitor shall not display any product or display or distribute advertisements for products which infringes upon the registered trademark, copyright or patent of another company. Competitor's products may not be used in any tests or product comparison displays. MACS Trade Show management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation or do not conform to these regulations. Sanctions will be decided by Show Management and may include loss of priority points and a two-year ban on show participation.

31. The MACS Trade Show is being held in accordance with all Federal, State and Local health regulations. As an exhibitor, my company agrees to comply with any health and safety rules deemed necessary by show management.