

Winter Simulation Conference 2010

Baltimore Marriott Waterfront - Baltimore, MD

December 5-8, 2010

Application/Contract for Exhibit Space - 2010

WSC is the annual central meeting place for simulation practitioners, researchers and vendors from all disciplines in the industry, government and university sectors. Expected attendance is 600+.

Booth choices will be offered on a first-come, first-served basis upon receipt of a signed contract and payment.

Company _____

Indicate address you wish to see in listings:

Address _____

City _____ State _____ Zip _____

Country _____ URL _____

Contact Person _____ Title _____

E-mail _____ Telephone _____

Fax _____

EXHIBIT FEE

# of Booths*	Booth Size	Cost	Total
_____	10'x10' Inside Booth	\$1,250	\$ _____
_____	10'x10' Corner Booth	\$1,350	\$ _____

BOOTH SELECTION: Booth choices will be offered on a first-come, first-served basis upon receipt of a signed contract and payment.

We prefer NOT to be next to: _____ **We prefer to be near:** _____

Promotional Flyers: please send _____ flyers. The promotional flyer will be ready Sept. 2010.

The undersigned agrees to abide by all requirements, restrictions and obligations detailed under the *Rules for Exhibitors*.

SIGNATURE

PRINT NAME

TITLE

DATE

PAYMENT METHOD

Check enclosed in US\$ payable to WSC-INFORMS AMEX VISA MasterCard

Account # _____ Exp. Date _____

Signature (required for credit card orders) _____

Fax to: 401-722-2951 **E-mail:** sandy.owens@informs.org

Phone: 800-343-0062 or 401-722-2595 ext. 203

WSC 2010 - Terms and Conditions of Exhibit Space

EXHIBIT MANAGEMENT is INFORMS, 12 Breakneck Hill Rd. #102, Lincoln, RI 02865 USA, 800-343-0062 or 401-722-2595, ext. 203, sandy.owens@informs.org. WSC 2010 exhibit facility is Baltimore Marriott Waterfront, Baltimore, MD.

ELIGIBLE EXHIBITS: Exhibit Management reserves the right to determine the eligibility of any company or product to exhibit in the show and further reserves the right to reject any application and/or limit space assigned to any one company.

INSTALLATION, SHOW, DISMANTLEMENT: Exhibitor agrees to comply with assigned installation, show and dismantle days and hours as outlined in the Exhibitor Prospectus. Exhibits may not be removed from the facility until final closing of the show unless special permission is obtained in writing in advance from Exhibit Management. Exhibits must be removed from the facility as specified in the Exhibitor Prospectus. Any displays or materials left in booths without instructions will be packed and shipped at the discretion of Exhibit Management, and all charges will be assessed to Exhibitor.

CANCELLATION, WITHDRAWAL, REDUCTIONS IN SPACE: Cancellation or reductions in space and refund is subject to the following conditions: Exhibitors shall give written notice of cancellation. If written notice is received by October 4, 2010, booth payment less a 50% cancellation fee will be refunded to Exhibitor. No refunds will be allowed for any cancellation after October 4, 2010. Exhibit Management reserves the right to resell space.

SPACE ASSIGNMENTS AND SUBLEASE: Booth assignments will be made according to date of receipt of application and payment on a space available basis. Exhibitors may not sublease the booth or any equipment provided by Exhibit Management nor shall Exhibitor assign this lease in whole or in part without written notice to and approved by Exhibit Management in advance of the show.

RELOCATION OF EXHIBITS: Exhibit Management reserves the right to alter the official floor plan, and/or re-assign any Exhibitor's location as deemed advisable. Exhibit Management further reserves the right to make such changes, amendments and additions to these terms and conditions and such further regulations, as it considers necessary for the good of the show.

LIMITATION OF EXHIBITS: Exhibit Management reserves the right to stop or remove from the show any Exhibitor, or his representative, performing an act or practice which in the opinion of Exhibit Management is objectionable or detracts from the dignity of the Show or is unethical to the business purpose of the show. Exhibit Management reserves the right to refuse admittance of exhibits or materials to the show until all fees owed are paid in full. No Exhibitor shall hold any social event, hospitality suite or meeting or demonstration to which attendees are invited, or entice attendees off the show floor during official show hours.

MUSIC, AUDIO EFFECTS, PHOTOGRAPHY, VIDEOTAPING: Music and audiovisual devices with sound are permitted only in those locations designated by Exhibit Management and at such decibel intensity as not to interfere with the activities of other exhibitors. Photography and videotaping other than by official Exhibit Management photographers are not permitted within the exhibit hall at all times. Only the Exhibitor may grant permission to have its exhibit and/or products photographed.

COPYRIGHT LAW: No copyrighted music may be played or sung in the exhibition area in any fashion (including, but not limited to, background music on video or audio presentations) without obtaining appropriate licensing. The Exhibitor shall indemnify Exhibit Management, WSC and the facility, their officers, directors, employees, and agents and save them free and harmless from any and all liability whatsoever, for any infringement of or other violation arising out of the use of copyrighted music.

SECURITY: Although security service will be furnished, Exhibit Management cannot and will not be responsible for damage to, loss and/or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors or guests. Each Exhibitor is to carry his or her own insurance.

APPLICABLE LAWS: the laws of the State of Maryland shall govern this contract. Exhibitor agrees to abide by all federal (including but not limited to FDA), state and city laws, ordinances and regulations concerning fire safety, health, environment, public safety and hazardous materials and all regulations and restrictions imposed by the facility. All displays and decorations must be fireproof.

LIMITATION OF LIABILITY: The Exhibitor agrees to make no claim for any reason whatsoever against: Exhibit Management, the convening organizations, their officers, directors, employees, agents and authorized representatives, the facility/hotel, official general service contractor, known from this point on as WSC, for any of the following:

– The Exhibitor agrees to make no claims against WSC for loss, theft and damage to goods, or injury to himself, his employees or attendees while in the exhibition area, nor any consequential damage to his business for failure to provide space for the exhibit or for the failure to hold WSC as scheduled. The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save WSC from claims, losses and damages to persons or property, governmental charges for fines and attorney's fees related to the use of the exhibition premises or part thereof. In addition, Exhibitor acknowledges that WSC does not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property insurance covering such losses by Exhibitor.

– The above-cited regulations as well as all conditions stated in the WSC Exhibitor Prospectus and exhibit application become a part of the contract between the Exhibitor and WSC.

INSURANCE: All property of Exhibitor is understood to remain under its custody and control in transit to and from or within confines of the facility. Exhibit Management does not maintain insurance covering Exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability and \$500,000 for Property, Worker's Compensation with Employer's Liability with applicable statutory coverage. Certificates shall be furnished upon request.

FORCE MAJEURE: In the event the facility or any part of the exhibit area thereof becomes unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, inclement weather or other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or other cause or agency over which Exhibit Management has no control, or should Exhibit Management decide, because of such cause, that it is necessary to cancel, postpone or re-site the exposition or reduce the move-in or installation time, show time or move-out time, Exhibit Management shall not be liable to indemnify or reimburse Exhibitor in respect to any damages or loss, direct or indirect, arising as a result thereof.

TERMINATION OF RIGHT TO EXHIBIT: Exhibit Management reserves the right to terminate without notice an Exhibitor's right to exhibit if an Exhibitor or any of their representatives fails to observe the conditions of this contract, or if in the opinion of Exhibit Management they conduct themselves in an unethical or unprofessional manner. Such Exhibitor will be dismissed without refund.

ADDENDUM: Exhibit Management reserves the right to make changes, amendments and additions to these rules as considered advisable for the proper conduct of the exposition, with the provision that all exhibitors will be notified of such changes. Winter Simulation Conference Exhibitor Rules and Regulations

BOUNDARIES: All parts of all exhibits must be exhibited within Exhibitor's assigned space boundaries. Aisle space is under the control of Exhibit Management.

GENERAL SHOW POLICIES: Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distribution limited to within Exhibitor's space. Canvassing the exhibit hall is strictly prohibited. No food or beverages may be distributed from Exhibitor's space without the pre-show approval of Exhibit Management. The Exhibitor may not display signs that are not professionally prepared or in the opinion of the Exhibit Manager detract from the appearance of the show in any manner whatsoever. The Exhibit Manager shall have sole control over all admission policies at all times.

USE OF DISPLAY SPACE: A representative of the exhibiting company must be present at the booth at all times during the posted exhibit hours. The use of the WSC logo on displays, signs, giveaways, promotional literature or other material is strictly prohibited. In addition, the acronym "WSC" must not be used on pre-, during and post-show promotional material unless specific written permission is granted. Use of any conveyor, sponsor or participating organization logo is strictly prohibited unless permission is granted directly from those organizations in writing. Signs or other articles are prohibited from being fastened to the walls, pillars or electrical fixtures. The use of thumbtacks, tape, nails, screws, bolts or any other tool or material that could mar the floor or walls is prohibited. Drip pans must be used under all equipment where there is a possibility of leakage. No helium filled balloons or adhesive-backed stickers may be given out by exhibitors.

EXHIBIT HALL BADGES: All exhibitor personnel must be registered. Instructions for this process will be provided to Exhibitor with exhibit service kits.

UNION LABOR: Exhibitors are required to observe all union contracts in effect among Exhibit Management, official contractors, facilities and various labor organizations represented. Any labor required for installation or dismantle, decoration or use of equipment must be ordered through the general service contractor. Tipping is strictly forbidden for any personnel providing any services.