Rebooking Application & Contract for the North American Pavilion at OGA 2021

VALID ONLY THROUGH JANUARY 17, 2020

OGA 2021 | JUNE 8-10, 2021 | KUALA LUMPUR, MALAYSIA

The company, as described below, hereinafter referred to as "Exhibitor", applies for participation in the North American Pavilion at OGA 2021 in Kuala Lumpur, organized by IMEX Management, Inc. hereinafter referred to as "Management".

COMPANY NAME _____

Street Address _____

City _____ State/ Province _____ Zip Code _____

Telephone _____ Website _____

CONTACT NAME FOR EXHIBIT PLANNING _____

Telephone _____ Email _____

TYPE OF PRODUCTS TO BE EXHIBITED _____

4 STEPS TO APPLY

1 **Complete and sign** the Booth Application & Contract Form

2 **Read** Terms & Conditions on the reverse side and initial

3 **Submit Booth Application** & Contract Form with payment
10% deposit due with application;
40% Balance due by July 31, 2020;
50% balance due March 6, 2021.

4 **Make deposit** check payable to IMEX Management, Inc.

Send to:
IMEX Management, Inc.
4525 Park Road, Suite B-103
Charlotte NC, 28209 USA
704.365.0041 | 704.365.8426 f
www.IMEXManagement.com

Jonathan Kunz
JonathanK@imexmanagement.com

EXHIBIT SPACE REQUESTED All booths include the services and amenities specified in the OGA 2021 North American Pavilion Exhibitor Brochure.

SPECIAL REBOOKING RATE | AVAILABLE TO 2019 PAVILION EXHIBITORS ONLY THORUGH JANUARY 17, 2020

_____ 9 SQM Booth(s) X **US$ 6,995** = **US$** _____ (standard rate = US$ 7,995)

_____ additional SQMs X **US$ 699** = **US$** _____ (standard rate = US$ 799)

CORNER _____ X **US$ 699** = **US$** _____ (standard rate = US$ 799)

TOTAL COST = **US$** _____

10% DEPOSIT DUE WITH APPLICATION = **US$** _____

PAYMENT TERMS: 10% DEPOSIT DUE WITH APPLICATION; 40% BALANCE DUE BY JULY 31, 2020; 50% BALANCE DUE MARCH 6, 2021.
We the undersigned exhibiting company, hereby apply and agree to comply by the Terms & Conditions printed on the reverse side of this application. Enclosed is the check deposit for $ _____ , covering the exhibit space as indicated above. The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Exhibitor to bind it to the terms hereof. The undersigned acknowledges that he or she has read and accepts the terms as set forth on both sides of this Booth Application & Contract Form.

Signature _____ Title _____

Type or Print Name _____ Date _____

SUBMIT BOOTH APPLICATION & CONTRACT HERE >

Terms & Conditions for the North American Pavilion at OGA 2021

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Upon acceptance of your completed Booth Application & Contract Form and booth deposit, the following Terms & Conditions will be in effect and are subject to such additions or changes as may be made by IMEX Management, Inc. in the Exhibitor's Manual. Exhibitors will be promptly advised of any changes or additions. Please keep a copy for your records.

1. THE FOLLOWING CONDITIONS as well as rules and regulations laid down by the show organizers, are part of the Participation Agreement made through the signing of the "Booth Application and Contract Form" as though fully incorporated therein, and each participant, hereinafter referred to as Exhibitor, is bound by each and everyone thereof.

2. IMEX MANAGEMENT, INC., hereinafter referred to as Management, under-takes within the framework of the offer submitted to carry out the project described in the North American Pavilion at **OGA 2021** Exhibitor Brochure, on the condition that the requisite number of Exhibitors apply.

3. SPACE ASSIGNMENTS Exhibit space assignments within the pavilion are made on a first-come, first-served basis. No assignment will be official until a completed application and the proper deposit has been received and accepted by Management. The location and layout of the North American Pavilion are subject to change at the sole discretion of the show organizers. The floor plan of the pavilion may also change to fit the total space demand. Space numbers printed in the Pavilion floorplan are for pavilion use only. Exhibit space numbers will be assigned to the Pavilion by the show organizers at a later date.

4. EXHIBITOR AGREES to provide their own property and liability insurance, keep a fully equipped, manned booth in the North American Pavilion at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management.

5. SHARING OF BOOTH Exhibitor agrees to share the assigned booth with no more than one other exhibitor. Management will authorize no more than two companies to be listed on the fascia board and will permit no more than two companies to be represented in the booth. An additional €495 co-exhibiting fee will be charged per booth to cover administrative charges.

6. LIABILITY The Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others.

The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb, threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

7. PAYMENT SCHEDULE The payment schedule is as follows: 50% deposit with submission of Booth Application and Contract Form, 50% balance due by date specified overleaf on Booth Application and Contract Form. Management has the right to replace any exhibitor who has not paid its space 90 days before the show. The cancellation policy listed below will apply in that case.

8. CANCELLATIONS In the event of Management agreeing to any request for release from the contract, Exhibitor will be liable for all or part of the exhibit space cost stated overleaf in the Booth Application and Contract Form on the following scale:

- Cancellation 271 days or more before the show: 25% of cost
- Cancellation between 270 and 121 days before the show: 50% of cost
- Cancellation 120 days or less before the show: full cost

This scale will apply only from the date Management receives written notice by letter, email or fax. These cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situation, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.

9. FORCE MAJEURE In the event of fire, war, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the North American Pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is here with expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any grounds or for any reasons whatsoever.

INITIALS: _____

SUBMIT BOOTH APPLICATION & CONTRACT HERE >