

WMC 03



WMC 2003

2003 Western MultiConference
Orlando Airport Marriott • Orlando, Florida

January 19-22, 2003

Exhibits open January 20, 2003

Sponsored by The Society for Modeling Simulation International

EXHIBIT SPACE CONTRACT

This contract is for exhibit space at the SCS conference shown above. The regulations on the reverse side are a part of this contract, which must be signed by both parties to be complete.

Firm Name: _____

Division Name: _____

Mailing Address: _____

City: _____ State/Province: _____ Postal Code: _____ Country: _____

Telephone: _____ Fax: _____ E-mail: _____

BOOTH PREFERENCE: Please indicate below your preference for location according to hotel map.

1st choice: Booth # _____ 2nd choice: Booth # _____ 3rd choice: Booth # _____

Multiple Booths # _____

PAYMENT SCHEDULE:

Number of booths desired at \$1250.00 each: _____

A deposit of 50% of the fee is required with this contract.

*The full amount must be paid by **December 19, 2002.***

Total Amount enclosed: \$ _____ (U.S. funds) for 50% of the space rental

Make check payable to: **SCS - WMC 2003**

Mail check and contract to: SCS

4838 Ronson Court, Suite L
San Diego, California 92111

Fax: (858) 277-3930; E-mail: scs@scs.org; web site: <http://www.scs.org>

Products and/or services to be displayed: _____

Please supply the product information as you would like it to appear in the program (75 words or less):

Please address all exhibit correspondence to:

Name: _____ Title: _____

Company: _____

Address: _____

City: _____ State/Province: _____ Postal Code: _____ Country: _____

Telephone: _____ Fax: _____ E-mail: _____

FOR EXHIBITION MANAGEMENT ONLY

Space Assigned: _____ Total Cost: _____ Check #: _____ Check date: _____ Credit Card: _____

By: _____ Amount Paid: _____ Check #: _____ Check date: _____ Credit Card: _____

**PLEASE FILL OUT AND FAX TO EXHIBITION MANAGEMENT AT SCS
858-277-3930**

DATE, PLACE AND HOURS OF THE 2003 WESTERN MULTICONFERENCE

The exhibition will be held from January 20–22, 2003 at the Orlando Airport Marriott in Orlando, Florida and will be open as shown below:

Set-up, Sunday, January 19	12:00 p.m. - 6:00 p.m.
Exhibits open Monday, January 20	10:00 a.m. - 7:30 p.m. (Exhibit Reception)
Tuesday, January 21	10:00 a.m. - 5:00 p.m.
Wednesday, January 22	10:00 a.m. - 12:00 p.m.

Tear-down is Wednesday, January 22 after 12:00 noon. There will be no security in the exhibit hall that evening.

SCS reserves the right to make changes in the exhibition hours; however, such changes will be made as far in advance of the exhibition as possible.

GENERAL

1. One conference registration is included in the booth fee.
2. SCS reserves the right to determine the eligibility of any company, product, or service for inclusion in the exhibition.

CONTRACT

The Contract for Exhibit Space when properly executed by the Exhibitor and accepted in writing by SCS shall be considered a binding contract between the two parties, subject to the rules and regulations promulgated by SCS.

CANCELLATION

The exhibitor is responsible for total space rental. If the exhibitor cancels prior to January 2, 2003 they will receive a refund of 50% of monies paid. There will be no refunds for cancellation after that date.

INSURANCE

SCS shall not be liable for damage or loss to any property of Exhibitors through theft, fire, accident or any other cause, whether the result of negligence or otherwise. Exhibitors should insure their own display materials. SCS assumes no liability for any injury that may occur to visitors, exhibitors, or their agents or employees or others. Exhibitors agree not to make any claims against SCS, its employees or agents, except for breach of this contract by SCS.

SPACE ASSIGNMENT

Space assignment will be solely at the discretion of SCS, though requests will be accepted and considered.

DRAYAGE

Each booth will come with (1) six foot table and two chairs. Exhibitor must use the selected drayage company for additional furniture, storage requirements, power requirements, etc.

The Exhibitor shall comply with all fire laws, electrical codes, and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of their exhibit. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and SCS with respect to the installation, conduct, and disassembly of its Exhibit. The Exhibit shall be conducted in a decorous manner in order not to be objectionable to other exhibitors, the Exhibit Hall, the Conference, or the public. SCS reserves the right to require changes in any exhibit which is deemed detrimental to the Conference, Exhibit Hall, other exhibitors or the public. During all hours the Exhibit Hall is open to the public, the Exhibitors shall staff their exhibits with competent personnel. The Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibits until the Exhibit Hall is officially closed to the public.

The license granted by this contract is personal and may not be transferred without the written consent of SCS. The premises are licensed on an "as is" basis and SCS will not be liable for preexisting conditions of the premises or for conditions arising during the period of the license. The Exhibitor shall return the premises in as good condition as they were received. SCS shall in no event be liable to the Exhibitor in excess of the consideration paid by the Exhibitor, exclusive of the deposit, for breaches of contract or tortious conduct by SCS, by its agents, representatives, and independent contractors whether acting within or without the scope of their authority, by agents, employees, or independent contractors of the hotel, or by the general public. Anyone visiting, viewing or otherwise participating in the Exhibitor's Exhibit is deemed to be the invitee or licensee of the Exhibitor rather than the invitee or licensee of SCS. SCS shall not be liable for injury of any type from any cause to property of Exhibitor or to persons conducting or otherwise participating in the conduct of the Exhibit or to invitee or guests of the Exhibitor. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless SCS and the Exhibit Hall from responsibility or liability resulting directly or indirectly, or jointly from other causes which arise because of the actions or omission of its agents, employees, or independent contractor, whether acting within or without the scope of their authority.

There is no other agreement or warranty between the Exhibitor and SCS except as set forth in this document. The rights of SCS under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of SCS.

This contract is made and accepted in the State of California and the laws of California shall control the construction, interpretation, validity, and enforceability of this contract as if all relevant aspects of the contract existed only in that State. The Exhibitor hereby consents to the jurisdiction of the courts of the State of California with respect to any right of action arising under this contract. In the event of dispute arising under this contract, the Exhibitor shall be liable for reasonable costs and attorney's fees incurred by SCS in a reasonable attempt to negotiate, arbitrate or litigate the dispute.