

**Seventh International Conference on Case Histories in
Geotechnical Earthquake Engineering and Soil Dynamics
April 30 – May 4, 2013
The Westin Chicago North Shore – Wheeling (Chicago), IL**

TERMS AND CONDITIONS

1. Purpose: This exhibition is coordinated by the Distance & Continuing Education, Missouri University of Science and Technology (Missouri S&T) for the scientific, technical, business, and educational advancement of Missouri S&T and affiliated personnel.

2. Applications: Application for exhibit space must be completed as requested and accompanied by full rent payment. Application made on behalf of several independent companies which will occupy the space must be so indicated. By such application, each is jointly and severally responsible pursuant to Application Contract. Missouri S&T reserves the absolute right to decline any application for space if, in Missouri S&T's judgment, the products or services to be shown or demonstrated are unrelated to the conference's purpose.

3. Exhibition Floor Plan: The exhibition space floor plan normally will be maintained substantially as initially offered. Missouri S&T reserves the right to modify the plan to the extent necessary for the best interests of the Conference and Exhibition.

4. Assignment of Space: Missouri S&T will offer available alternate space for acceptance in the event an Applicant's choices have been previously assigned, on a first-come first-served basis.

5. Exhibit Space Rent: The rent for each exhibit space is \$1,250 for single spaces and \$1,750 for double spaces (paid in USD). A \$100 discount is provided if reservation and payment is received by January 31, 2013. The space rental includes 10 foot wide by 8 foot deep floor space, one skirted table, two chairs, power run, (no rent allowance is made if this standard package is not desired) and access for one person to all conference events.

6. Cancellation and Withdrawal: Any Applicant who cancels or withdraws from the Exhibition must formally notify Missouri S&T in writing and is subject to the following:
(1) \$100 cancellation fee assessed if cancellation received by close of business on 01/31/2013.
(2) No refunds are given after 01/31/2013 – Substitutions for attendees may be made at any time.
Further, if any unpaid balance remains at this time, Missouri S&T will reserve the right to declare the assigned space canceled and the right to rent to another Applicant, or to eliminate, or to maintain vacant the canceled exhibit space without obligation to the original Applicant, who hereby agrees that it is legally obligated to remit any unpaid balance for the originally assigned space.

7. Subletting Exhibit Space: No Applicant shall assign, sublet, or apportion the whole or part of the space allotted, or display equipment or materials or services from other than his/her own firm or joint Applicant in said space without consent of Missouri S&T.

8. Limitation of Liability: The Applicant covenants, and agrees to protect, indemnify and hold harmless Missouri S&T (Group), its employees, its services contractors, and the Westin Chicago North Shore (Hotel) from any and all liability, damage, or expense arising out or connected with any injury to any person while in the Applicant's exhibition area, or loss, theft, damage, or injury to property, resulting directly or indirectly from any act or commission of the Applicant, or failure of the Applicant to comply with any of the Terms and Conditions of the Application and Contract, or of the Rules and Regulations, or of the terms of the contract entered upon by and between Missouri S&T and the Hotel, or the rules and regulations, of the Lessor, or of the ordinances of the city/state in which the Exhibition Hall is located, and of the United States, except when such loss, theft, damage, or injury is caused by the willful gross

negligence of Missouri S&T, its service contractors, or the Hotel, or the employees of any of them. Except for cancellations or withdrawals as set forth in Paragraph 6 above, the Applicant is responsible for the total rent for exhibition space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by the Applicant because of failure of exhibit material to arrive for any reason, or cancellation by the Group as the result of action by the Hotel or the results of strikes, lockouts, act of God, inability to obtain labor or materials, government action of whatever nature, war, civil disturbance, fire, unavoidable casualty, or other causes whether similar or dissimilar beyond the control of Missouri S&T. In the event of cancellation by Missouri S&T as a result of aforementioned causes, the Applicant expressly waives such liability and releases Missouri S&T of and from all claims for damages and agrees that Missouri S&T shall have no obligation to the Applicant.

9. Inclusion of Rules and Regulations and of Master Lease: The Applicant expressly understands and agrees to be bound by the terms, conditions, rules, and regulations contained in this document, copies or pertinent extracts of which the Applicant represents it has received, examined, read, and accepted and the originals of which are on file with Missouri S&T and available for inspection during usual business hours, such documents being made an integral part of this Application and Contract between Applicant and Missouri S&T for this reference and to the same extent as if said documents were set forth in full text in this Application and Contract.

10. Violations: Interpretation and application of these Terms and Conditions and documents included herein by reference are the sole responsibility of Missouri S&T. Violation by the Applicant of any of these Terms and Conditions and documents included herein by reference shall subject the Applicant to cancellation of its contract to occupy exhibit space and to retention by Missouri S&T all moneys paid, as liquidated damages. Upon due notice to Applicant of such cancellation, Missouri S&T will have the right to take possession of the Applicant's space, remove all person and properties of the Applicant, and hold the Applicant accountable for all risks and expenses incurred in such re-entry and removal.

11. Amendments: In the event of any unforeseen events renders it necessary, Missouri S&T may amend these Terms and Conditions and documents included herein by reference. All said amendments will be published and copies made to each Applicant, who shall be bound thereby.