

TERMS AND CONDITIONS OF THE EXHIBIT HALL AT THE OMC GREAT GATHERING

The Great Gathering is a conference offered by the Outdoor Ministries Connection. The Outdoor Ministries Connection is a joint endeavor of the Presbyterian Church Camp and Conference Association, Lutheran Outdoor Ministries, United Methodist Camp and Retreat Ministries, Episcopal Camps and Conference Centers Inc., Outdoor Ministry Association of the United Church of Christ, and other denominational outdoor ministry leaders. This collective will be referred to as "OMC" in the bullets below.

- 1. APPLICATION AND CONTRACT.** Registering as an exhibitor is acknowledging the agreement to the terms of the Application and Contract for space. This indicates that you have read, understand, and are willing to abide by the Terms and Conditions as set forth by OMC. You also assume responsibility for sharing these policies with all persons attending the event on your company's behalf and will provide that they will follow these policies. The Application and Contract can be revised only upon written agreement of both parties.
- 2. PAYMENT.** Any exhibitor receiving the Association Business Member rate must have an active membership status at the time of the opening of the hall or will be billed at the normal rate. Applications must be accompanied with a deposit of 50% of published rate for each booth and sponsorship opportunity. The deposit for the sponsorship opportunity is non-refundable. The balance for your booth and sponsorship opportunities is due in August. Failure to make your booth payment when it is due will be deemed a cancellation by the exhibitor of its booth space and this contract, and OMC will be permitted to reassign the exhibitor's booth space at its discretion. No exhibitor will be admitted into the exhibit area if they have not paid in full for exhibit space.
- 3. ADMISSIONS.** OMC reserves the right to refuse exhibit space to any applicant for any reason. In addition, OMC reserves the right to refuse exhibit space to any exhibitor if, after the acceptance of the APPLICATION AND CONTRACT, information should come to the attention of OMC, which in the reasonable sole judgment of OMC, demonstrates that the proposed exhibit would be inconsistent with the principles espoused by OMC, unfavorable to the public reputation of OMC, or not beneficial to or for the attendees of the OMC Great Gathering. In the event OMC should exercise this right, any exhibit fees paid to OMC shall be refunded, except if the denial of exhibit space shall be for failure or refusal of the exhibitor to comply with the terms set forth elsewhere in this APPLICATION AND CONTRACT, the denial of exhibit space shall be treated as a cancellation by the exhibitor.
- 4. ASSIGNMENT OF SPACE.** Although the exhibitor may apply for up to five choices of exhibit space, OMC reserves the right to shift space at any time if, in OMC's sole judgment, it becomes necessary to do so. OMC reserves the right to make such modifications in the published floor plan as may be necessary to meet the needs of exhibitors and the Great Gathering as a whole.
- 5. CANCELLATION.** In the event OMC has assigned space and the exhibitor desires to cancel the contract, OMC will refund the exhibitor fees (minus a \$100 processing fee) if written notification is received by OMC on or before August 31, 2019. No refund will be made for exhibitors who cancel after August 31, 2019. The deposit for sponsorship opportunities is non-refundable.
- 6. INSTALLATION AND DISMANTLING.** In the event that an exhibitor fails to occupy their space by 10am on Wednesday, November 13, 2019, all obligations of OMC to exhibitor hereunder shall cease and OMC shall have the right to use said space to suit its own convenience, including offering the space to another exhibitor without any rebate or allowance to the defaulting exhibitor. Early booth breakdown is strictly prohibited. The exhibitor agrees not to dismantle their exhibit or do any packing before the final closing hour of the exhibit hall. Goods must be packed for shipment by the exhibitor immediately following the close of the exhibit hall.
- 7. VISITORS.** The OMC Great Gathering is not open to the public. OMC shall have the sole control over all admissions. All persons visiting the exhibition area will be admitted according to the rules and regulations of the Great Gathering as issued or amended by the authorized representatives of OMC.
- 8. SUBLETTING SPACE.** No exhibitor shall assign, sublet, or share the space allotted without written consent of OMC.
- 9. PROHIBITED ACTIVITIES.** The exhibitor shall not conduct or permit any activities which (a) are prohibited by any applicable law, regulation, rule, or ordinance; (b) endanger the health or safety of any persons or property; (c) interfere in any way with any other exhibitors; or (d) are inconsistent with rules, regulations, policies, or procedures of OMC or Lake Junaluska Conference and Retreat Center.
- 10. SHIPMENT OF EXHIBITOR MATERIALS.** Please watch your inbox in September for shipping details.
- 11. CONFERENCE CENTER EXHIBIT SPACE.** The exhibitor must return in the same condition as he or she found all conference center property and space used during the Great Gathering. Nothing shall be posted, nailed, screwed, or otherwise attached to walls, floors, or other parts of the building or furniture. When damage occurs, the exhibitor is liable to the owner of the property so damaged.

12. SECURITY. While OMC will have staff to maintain a watch before, during, and after the exhibit hall at the Great Gathering, neither OMC nor the conference center shall be liable for any damage or theft to the exhibitor's display or property.

13. LIMITATION ON PROMOTION AND DEMONSTRATIONS. During the Great Gathering, all demonstrations, promotional activities, and distribution of circulars, catalogs, or other promotional materials must be confined within the limits of the exhibit booth(s) in the exhibition areas or of other approved OMC locations. The playing of loud music, videos, films, or the like, or any other loud or distracting activity that could be objectionable or disturbing to neighboring exhibitors and/or attendees is prohibited.

14. ORDER TAKING AND ON-SITE SALES. Any exhibitor who takes orders or conducts sales on-site is solely responsible for complying with applicable State of North Carolina legal requirements for permits, business licenses, and sales and use tax compliance. OMC is not a party of record for any transaction by an exhibitor. For specific sales and use tax information, contact the State of North Carolina Department of Revenue at (877) 252-3052, or see www.ncdor.gov/taxes-forms/sales-and-use-tax.

15. COPYRIGHTS. The exhibitor warrants that all copyrighted material to be performed or played during the Great Gathering has been duly authorized or licensed by the copyright owners or their representatives and agrees to indemnify and hold OMC harmless from any and all claims, losses, expenses, including legal fees, which might arise from questions of use of any such material described above.

16. USE OF SPACE. The exhibitor's display, equipment, and materials shall be confined to the actual dimensions of the booth space contracted for. Height of display should not be such that it could be objectionable to other neighboring exhibitors. Aisles may not be used by the exhibitor. Displays shall not be placed in such a manner as to block, shield, or interfere in any way with other exhibits. The exhibitor is responsible for maintaining a neat and clean booth.

17. CHARACTER OF EXHIBITS. OMC reserves the right to restrict, prohibit, reject, or evict anything without assigning any cause therefor. This reservation covers persons, things, conduct, printed matter, or anything of a character, which in the reasonable judgment of OMC, is inconsistent with the principles espoused by OMC or unfavorable to the public reputation of OMC, and therefore should be restricted, prohibited, rejected, or evicted. In the event of such restriction, prohibition, rejection, or eviction, OMC is not liable for any refunds, rentals, or other exhibit-related expenses.

18. EXCLUSIONS. Firms or organizations not assigned space in the exhibit area will be prohibited from exhibiting or soliciting business within the areas of the Great Gathering conference. Smoking and alcoholic beverages are not permitted on the exhibit floor.

19. INSURANCE. The exhibitor understands that neither OMC nor the Lake Junaluska Conference and Retreat Center maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

20. LIMITATION OF LIABILITY. The exhibitor assumes responsibility and agrees to indemnify and defend OMC and the Lake Junaluska Conference and Retreat Center, and their respective directors, officers, employees, and volunteers against any claims or expenses arising out of the use of the exhibition premises. The exhibitor by its execution of this contract expressly waives the right to claim any such excluded liabilities against OMC and its respective employees, officers, and volunteers, and acknowledges that it will neither hold nor attempt to hold the organization or any such person liable for any cause whatsoever other than injuries or damages occasioned directly and proximately by the substantial negligence of such persons. Further, neither OMC, nor their respective employees, officers, or volunteers shall be liable for failure of the scheduled Great Gathering to be held due to fire, water damage, public emergency, strikes, other labor disputes, boycotts, cancellation of facility contracts, or acts of God beyond the power or control of OMC to prevent. Further, neither OMC, nor their respective employees, officers or volunteers shall be liable for any failure or unavailability of utilities or any conference center services or personnel. In the event that OMC, or any of its representatives, shall receive a claim or complaint, which in part or in whole arises from exhibitor's actions or failure to act, exhibitor shall indemnify and hold OMC, its employees, officers, and volunteers harmless from any claim, loss, or liability resulting therefrom. The exhibitor assumes responsibility and agrees to indemnify and defend OMC and the Lake Junaluska Conference and Retreat Center, and its respective directors, officers, employees, and volunteers against any claims or expenses arising out of the use of the exhibition premises.

21. TERMINATION. OMC reserves the right to cancel the Great Gathering at any time and for any reason in its sole discretion. In the event of such cancellation, the exhibitor's sole remedy shall be the refund of exhibit fees previously paid to OMC less any amounts otherwise owed by the exhibitor to OMC. Under no circumstances shall OMC be liable for consequential, special, or incidental damages. Failure of the exhibitor to comply with any term or provision of this contract may, in the sole and absolute discretion of OMC, result in the immediate termination of the contract and forfeiture of all payments made by the exhibitor to OMC.

22. CONSENT TO USE OF LIKENESS OR IMAGES. Registration and attendance at, or participation in, the OMC Great Gathering constitutes an agreement by the registrant to OMC's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions and audiotapes of such events and activities for any of its purposes, promotional or otherwise.