



# 2013 ROTARY INTERNATIONAL CONVENTION

23-26 June 2013, Lisbon, Portugal

## Rotary International Convention Commercial Exhibitor Booth Terms and Conditions

### 1. INTRODUCTION

To ensure your exhibiting experience at the Rotary International Convention ("Convention") is a success, please read the following Terms and Conditions ("Terms and Conditions") carefully. By submitting the Commercial Exhibitor Booth Application ("Application"), including the Required Documents (see checklist provided in point six), you ("Commercial Exhibitor", "Exhibitor", "Commercial Exhibitors") agree to abide by these Terms and Conditions and any other rules and regulations set forth by Rotary International ("RI") and Comissão Local da Convenção de Rotary Internacional Lisboa 2013 ("HOC"), (collectively "HOC/RI"). Your cooperation, as an Exhibitor, is greatly appreciated.

### 2. HOUSE OF FRIENDSHIP (HOF) SCHEDULE

Commercial Exhibitor must open and staff its booth(s) at all times during the core hours listed below. Dates and times listed below are tentative, subject to change, and will be confirmed in a later communication, if booth space is awarded.

Date	Early Access	Exhibit Hours
Friday, 21 June	0900-1800	Closed – Exhibitor Set-up
Saturday, 22 June	0900-1000	1000-1800 (1000-1030 Grand Opening)
Sunday, 23 June	0800-0900	0900-1700
Monday, 24 June	0800-0900	0900-1800
Tuesday, 25 June	0800-0900	0900-1800
Wednesday, 26 June	0800-0900 1600-1900	0900-1600 Closed – Exhibitor Move-out

"Exhibitor early access" wristbands and registration badges are required all day on Friday, 21 June and for admittance one hour prior to the daily opening Saturday, 22 June through Wednesday, 26 June. Exhibitor early access wristbands and registration badges are required during exhibitor move-out on Wednesday, 26 June.

Only representatives employed by the Commercial Exhibitor and/or working in the Commercial Exhibitor's awarded booth(s) are permitted to be registered as booth personnel. It is agreed that no Commercial Exhibitor will break down, move out or remove any exhibit or portion thereof from the House of Friendship during the dates of the Convention or prior to 16:00 on Wednesday, 26 June 2013 without the prior written consent of HOC/RI. Any non-compliance of the above may result in RI prohibiting the Commercial Exhibitor from exhibiting at future RI meetings.

### 3. VENUE

The 2013 House of Friendship will be located in Pavilion 1 and Pavilion 2 of Feira Internacional de Lisboa (hereinafter "FIL") in Lisbon, Portugal.

Feira Internacional de Lisboa (FIL)  
Rua do Bojador  
Parque das Nações 1998-010  
Lisbon, Portugal

The venue contact information has been provided to assist you in making travel arrangements. **DO NOT** ship any freight directly to the venue; the freight will be denied. Neither RI nor HOC nor the FIL will be responsible for any lost or turned away deliveries.

### 4. EXHIBIT BOOTH COST

Single 10ft x 10ft (3m x 3m) hard wall booth	€ 1500,00 (no taxes included)
Single 10ft x 10ft (3m x 3m) floor space with 2 points of electricity	€1200,00(no taxes included)

All the amounts are accrued of IVA (value added tax): 23%  
The entire booth fee is due with the Application.

### 5. BOOTH INCLUSIONS

**Single 10ft x 10ft (3m x 3m) hard wall booth will include:**

- 3m x 3m hard wall booth. The height of your display should not exceed the height restriction of eight (8) feet (approx. 2.5m)
- Fascia signage displaying company name and stand number
- Carpet
- One (1) table
- Two (2) chairs
- One (1) wastebasket
- Company name and booth location will be included in the International Convention Program book for those exhibitors that submit a complete Application by Friday, 15 February 2013

**Single 10ft by 10ft (3m x 3m) floor space will include:**

- 3m x 3m floor space. The height of your display should not exceed the height restriction of eight (8) feet (approx. 2.5m)
- Two (2) points of electricity
- Company name and booth location will be included in the International Convention Program book for those exhibitors that submit a complete Application by Friday, 15 February 2013

Additional furniture, merchandise displays, equipment, and services may be ordered using the 2013 International Convention Exhibitor Service Kit. The Exhibitor Service Kit will be forwarded to all Commercial Exhibitors allocated a booth in the Spring of 2013.

### 6. APPLICATION CHECKLIST

Before submitting your Application to HOC, make certain your Application includes the following:

- Signed and dated Commercial Exhibitor Booth Application
- List of products and/or services your company is interested in selling at the 2013 Rotary International Convention
- Wire Transfer Proof
- Valid certificate of insurance naming Rotary International and The Rotary Foundation of Rotary International and the Feira Internacional de Lisboa (FIL) as additional insureds

### 7. SUBMITTING AN APPLICATION

A complete Application is due by **Friday, 15 February 2013**. The complete Application should be sent to:

Comissão Local da Convenção de Rotary Internacional Lisboa  
2013  
R. Fernão Lopes, 9, 3º Dto. 1000-132 Lisboa  
Telf: +351213303770

\*\* The contact person listed on the Application will receive an electronic notification from HOC once the completed Application has been received and filed as complete. If a confirmation of receipt is not received within **three weeks** of submission, please contact HOC.

## 8. BOOTH ALLOCATION

Booths will be allocated by HOC on a "first come, first served" basis after **Friday, 15 February 2013**. HOC/RI reserves the right to designate the area of the FIL that will be used for exhibit booth(s) and to locate and/or relocate Commercial Exhibitor's assigned booth(s).

Exhibitors may include retailers selling non-Rotary items, tourism groups, and any other groups wanting to promote themselves or sell products to Rotarians. Fundraising, by any entity other than The Rotary Foundation itself, is not allowed in the House of Friendship or the adjacent exhibit areas. Rotary Club and District Projects, Fellowship, Global Networking Groups, Committees and General Partnerships, may only apply through Rotary International.

Applications that are submitted after **Friday, 15 February 2013**, or following the allocation of all booth(s), may be assigned a booth if a booth is available, in order of the date the complete Application is received by HOC. Date of receipt is the date in which the HOC receives your complete Application. If booths are not available for allocation by HOC, HOC will develop a waiting list based upon the order in which HOC received complete Applications.

Applications received and allocated after Friday, 15 February 2013 will not be included in the International Convention Program book.

HOC does not represent or warrant that a Commercial Exhibitor will receive a booth assignment or that the desired number of booth(s) requested will be available to a Commercial Exhibitor. In the event that a Commercial Exhibitor fails to occupy its booth by 14:00 on Friday, 21 June 2013, fails to comply with these Terms and Conditions or otherwise fails to comply with any other terms and conditions set forth by the HOC/RI concerning the use of booths, HOC/RI shall have the right to take possession of said booth(s) and lease same, or any part thereof, to such parties and upon such terms and conditions that it may deem proper, without any rebate or allowance to the original Commercial Exhibitor or releasing the Commercial Exhibitor from any liability hereunder.

## 9. LARGE EQUIPMENT/HEIGHT RESTRICTION

It is the Exhibitor's responsibility to inform HOC/RI prior to move-in of any large items that will be included in the booth space (e.g. motorcycles or model yachts) or any special needs your booth might have. Large equipment display requests may be submitted to HOC/RI using the large equipment display form provided in the exhibitor service kit. The large equipment display form should be submitted to HOC/RI by 15 May so that accommodations may be made. Failure to provide notice by 15 May may result in HOC/RI not being able to make accommodation for such requests. Additional fees may be incurred by the Exhibitor to transport large items or equipment to assigned booth space. Additionally, all items or equipment transported to the booth space must remain in the space throughout the duration of the exhibition. Please consider when planning the construction of your booth the maximum height of 8'.

Exhibit booth design and displays are subject to the approval of HOC/RI in its discretion and HOC/RI reserves the right to prohibit designs and displays it finds objectionable. HOC/RI reserves the right to reject as unsuitable any such booth design, displays or

arrangements made by the Commercial Exhibitor that do not conform with the spirit or decorum of the Convention.

## 10. REGISTRATION

Six (6) complimentary House of Friendship exhibitor badges will be distributed per 10ft x10ft (3m x 3m) booth. Additional House of Friendship exhibitor badge requests (requests exceeding the six (6) complimentary badges) will be charged at US\$50 per person before 31 March 2013, and US\$100 thereafter. House of Friendship exhibitor badges provide access to the House of Friendship **only**. Commercial Exhibitors who wish to attend plenary sessions, workshops or other official RI events must register via the official convention registration form at the corresponding rate.

On-site registration will be open beginning on Thursday, 20 June 2013 at the FIL. (Please check [www.riconvention.org](http://www.riconvention.org) for updates.) These times are subject to change.

## 11. EARLY ACCESS

Two (2) complimentary "early access" wristbands shall be distributed to each 10ft x 10ft (3m x 3m) Commercial Exhibitor booth. To ensure the safety and security of all Convention attendees, only those Commercial Exhibitors properly registered as "early access" exhibitors will be allowed into the House of Friendship during set-up hours. "Early access" is defined as exhibitor move-in (Friday, 21 June 2013; 0900-1800), one (1) hour prior to the official opening of the House of Friendship each day, and exhibitor move-out (Wednesday, 26 June; 1600-1900). Additional "early access" wristbands are available for purchase from RI Registration for a nonrefundable fee of US\$25.00 each.

## 12. VEHICLE DOCK PASS

One (1) vehicle dock pass will be distributed to each Commercial Exhibitor regardless of booth dimensions. Commercial Exhibitors with "early access" wristbands and convention registration badges will be allowed to use the vehicle dock pass to access the exhibit hall loading dock only during House of Friendship exhibitor move-in (Friday, 21 June 2013) and exhibitor move-out (Wednesday, 26 June, 2013). The vehicle dock pass must be displayed in the front windshield of the vehicle you use when accessing the loading dock. The vehicle dock pass will expire after a Commercial Exhibitor has been on the dock for thirty (30) minutes.

Delivery to booth(s) may only take place during early access times as stipulated in the HOF exhibit schedule above. Exhibit hall loading dock usage is restricted during House of Friendship booth move in (Friday, 21 June) and booth move-out (Wednesday, 26 June) hours only. Exhibitors must arrange for the unloading and transportation of equipment to and from the booth during approved move in and move out hours.

## 13. BOOTH DESIGN

**All demonstrations and/or other sales activities must be confined to the limits of the exhibit booth.** All materials used or to be used in the construction of the Commercial Exhibitor's booth and in any display thereon (including signs) or therein must be noncombustible, nonflammable and/or flame resistant. Commercial Exhibitor is solely responsible for the safety of its exhibits and display. Exhibit booth designs and displays are subject to the approval of HOC/RI in its discretion and HOC/RI reserves the right to prohibit designs and displays it finds objectionable. Booths and booth displays must be designed and operated in a manner that respects the rights of other exhibitors and Convention attendees and excessive noise will not be tolerated. Commercial Exhibitor agrees that use of audio or video content in booth shall be appropriate for a general audience and agrees to refrain from using content that may be considered offensive or objectionable to such audience. In the event of a complaint from any person regarding the content used by Commercial Exhibitor, HOC/RI will investigate. If HOC/RI determines, in its sole discretion, that the content is offensive, HOC/RI will request Commercial Exhibitor to cease using such

content. In the event Commercial Exhibitor refuses HOC/RI's request or a subsequent complaint is filed against the Commercial Exhibitor, HOC/RI reserves the right to shut off the power to Commercial Exhibitor's booth until the Commercial Exhibitor complies with HOC/RI's request or expel Commercial Exhibitor from the Convention.

Commercial Exhibitor must comply with all laws, regulations and ordinances in force in the FIL, City of Lisbon and the country of Portugal with regard to booth design and display.

#### 14. SHIPPING AND RECEIVING

Commercial Exhibitors are encouraged to ship their merchandise directly to the official freight forwarder of the Convention. Utilizing the material handling services provided by the freight forwarder should simplify the move-in process for all Commercial Exhibitors, as all merchandise will be delivered directly to each booth.

Commercial Exhibitors must comply with and pay all freight drayage fees (as listed in the Exhibitor Service Kit). It is the Commercial Exhibitor's responsibility to determine and address the freight weight and subsequent drayage fees with the decorator and/or the Rotary International freight forwarder before Commercial Exhibitor's freight will be moved by the decorator or freight forwarder. If you are allocated a booth or floor space, information on shipping and material handling will be included in your award letter and the Exhibitor Service Kit.

#### 15. PROHIBITED ACTIVITIES

- a) Rotary International licensed vendors are only permitted to sell merchandise from the Rotary allocated licensed vendor booth area of House of Friendship. Licensed vendors are not permitted to exhibit from commercial booths and cannot submit a Commercial Exhibitor Booth Application.
- b) Commercial Exhibitors are not allowed to sell any goods or merchandise which bear any of RI trademarks ("Rotary Marks"). The Rotary Marks are trademarks and service marks owned by RI. Only those companies or individuals licensed or otherwise given permission by RI are authorized to reproduce the Rotary Marks on goods for sale, display or distribution or display, distribute or sell merchandise including the Rotary Marks. Violators' merchandise will be confiscated by RI.
- c) No groups that focus on fundraising will be allocated a booth at the Convention. Per the Rotary International President and the Rotary International Convention Committee, absolutely no fundraising is permitted in the House of Friendship or adjacent exhibit area. Booths will be monitored for violators. Commercial Exhibitors failing to comply with this prohibition will be asked to leave the House of Friendship and denied the opportunity to exhibit at the 2014 Rotary International Convention.
- d) Excessive noise will not be tolerated in Commercial Exhibitor booths. Commercial Exhibitors who fail to comply with HOC/RI direction or regulations regarding music and audiovisual equipment sound levels will be asked to leave the House of Friendship and prohibited from exhibiting for the remainder of the Convention.
- e) Displaying or distributing exhibit related materials (i.e. pamphlets) outside the House of Friendship is prohibited.
- f) Displaying exhibit related materials outside assigned booth is prohibited.
- g) Combustible materials, including but not limited to brochures, literature, give-aways, etc. within Commercial Exhibitors booth is limited to a one-day supply. Please contact the Convention's official freight and shipping contractor to make arrangements for storage.

- h) Delivery of exhibit freight to booth(s) during the House of Friendship hours of operation is prohibited.
- i) The FIL cannot accept freight shipments or packages for exhibitors or contractors outside of the specified dates in the Exhibitor Service Kit. Freight must be consigned through the designated official freight and shipping contractor as specified in the Exhibitor Service Kit. There are no exceptions to this policy.
- j) Booth space allocated by HOC to a Commercial Exhibitor (as indicated on the submitted Application) may not be sublet or subdivided to any other person(s) or group(s).
- k) Use of combustible, flammable and/or non-flame resistant materials in the construction of an Exhibitor booth is prohibited.
- l) Photography of other exhibitor's booths is prohibited without the express permission of the exhibitor.
- m) The rigging of overhead banners or wrapping/decorating of venue pillars or existing structures is prohibited.
- n) Construction of booth or exhibit height in excess of (8) feet (approx. 2.5 m) is prohibited.

#### 16. CANCELLATION AND REDUCTION

Notification of booth cancellation or booth reduction must be received in writing by HOC and shall become effective when received by HOC. Cancellation and reduction notification may be sent to:

[ricardo.madeira@lisboa2013.org](mailto:ricardo.madeira@lisboa2013.org)

Cancellation and booth reduction deadlines are as follows:

- **Prior to 15 March 2013** – Commercial Exhibitor's payment will be refunded in full less any expenses incurred by HOC, at HOC sole discretion, as a result of Commercial Exhibitor's Application (e.g., booth set-up, signage).
- **Between 15 March 2013 and 1 April 2013** - Commercial Exhibitor will receive a refund with a deduction of the greater of fifty percent (50%) of Application fees paid to HOC or HOC expenses incurred to date.
- **After 1 April 2013** – Commercial Exhibitor is responsible for entire cost of booth(s). HOC will not issue a refund.

HOC/RI may cancel Commercial Exhibitor's booth due to Commercial Exhibitor's failure to comply with HOC/RI rules or regulations and/or these Terms and Conditions. If booth is cancelled by HOC/RI, Commercial Exhibitor will be notified in writing. Commercial Exhibitor will be liable for the same cancellation charges or subject to the schedule above.

#### 17. GENERAL

- a) HOC/RI reserves the right to reject and/or deny any Commercial Exhibitor Booth Application.
- b) Commercial Exhibitors are responsible for the costs of and arranging their own insurance, staff, security, customs formalities and duties, and other operational arrangements. Commercial Exhibitors are also responsible for complying with any federal, provincial, state, municipal, county or city laws, regulations, ordinances and other similar requirements and paying any applicable taxes, fees and duties. It is further agreed that all conditions and regulations of the FIL and other facilities used for the Convention are made a part hereof and fully incorporated herein.
- c) HOC/RI reserves the right to reject as unsuitable any booth

design, displays or arrangements made by a Commercial Exhibitor that do not conform with the spirit or decorum of the Convention. HOC/RI reserves the right to move or reallocate Commercial Exhibitor's booth to a new location in the interest of the Convention or to cancel this Agreement for any reason deemed necessary by HOC/RI. Commercial Exhibitor will be notified in writing in any such case.

- d) HOC/RI make no representations or warranties with respect to the demographic nature and/or volume of exhibitors, press and/or attendees attending and/or at the Convention.
- e) HOC/RI shall have the non-exclusive right to use the name and logo of Commercial Exhibitor in both print and broadcast advertising and other materials in connection with the promotion of the Convention and HOC/RI and their foundations. Commercial Exhibitor gives HOC/RI and their designees permission to use its/their voice, image or likeness as it appears in any HOC/RI photographic or audio recording in any manner, in all media, in perpetuity.
- f) Commercial Exhibitor warrants that it owns the rights for or has a license to use the intellectual property (patent, copyright, trademark, etc.) to be used by Commercial Exhibitor for promotion or exhibition purposes or any other purpose at the Convention and agrees to defend, at Commercial Exhibitor's expense, and indemnify HOC/RI for any action brought against HOC/RI and/or any cost incurred by HOC/RI arising out of any dispute concerning Commercial Exhibitor's intellectual property rights or use. Commercial Exhibitor is responsible for the payment of fees, royalties or fines for use of work that is protected by copyright, patent, or trademark. Commercial Exhibitor is responsible for all applicable ASCAP/BMI music licensing fees.
- g) Commercial Exhibitor accepts that HOC/RI and/or its subcontractors may take actions to maintain attendee security and that HOC/RI and/or their subcontractors have the sole discretion in taking such action and cannot be held responsible for maintaining access to the House of Friendship, economic losses or for damage or loss of Commercial Exhibitor's property. Commercial Exhibitor agrees that it is solely responsible for the safety and security of its booth(s) and the contents thereof, including products, displays and personal items, and Commercial Exhibitor is solely liable for the resulting losses or damages incurred by Commercial Exhibitor for any reason, including theft. RI shall not be responsible for the loss, damage, theft or disappearance of Commercial Exhibitor's products, displays, booth and personal items, including the contents of Commercial Exhibitor's booth.
- h) HOC/RI may take enforcement action at its discretion up to and including closing Commercial Exhibitor's booth for violation by Commercial Exhibitor of the Terms and Conditions and any other rules and regulations set forth by HOC/RI. If HOC/RI removes Commercial Exhibitor from exhibiting for violating the Terms and Conditions or other rules and regulations set forth by HOC/RI, Commercial Exhibitor will not receive a refund or damage compensation from HOC/RI. Repeated violations may result in Commercial Exhibitor being banned from exhibiting at future conventions.
- i) HOC/RI reserves the right to establish other rules, regulations and procedures necessary for the safety and convenience of Convention registrants and HOC/RI staff or any other reason. Such subsequent rules, regulations and procedures will be made a part hereof and fully incorporated herein.
- j) HOC/RI shall have full and exclusive power in the matter of interpretation, amendment and enforcement of the terms and conditions set forth herein and other rules, regulations and procedures. If a dispute or disagreement shall arise between RI/HOC and Commercial Exhibitor concerning the permitted

use of booth space or concerning interpretation of any of these terms and conditions or rules, regulations and procedures, the decision and interpretation of HOC/RI shall be final.

- k) The Commercial Exhibitor Booth Application and Commercial Exhibitor Booth Terms and Conditions ("Agreement") shall constitute a valid and binding contract and are governed by the laws of the State of Illinois, U.S.A. without giving effect to choice of law principles. In the event of any dispute, issue or litigation concerning or arising under or from this Agreement, Commercial Exhibitor agrees to submit to the jurisdiction of any court which is located in Cook County, State of Illinois, U.S.A.
- l) HOC/RI shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Commercial Exhibitor or any of Commercial Exhibitor's owners, directors, agents, employees, contractors, subcontractors, manufacturers representatives, heirs, successors, assigns, or any person related to Commercial Exhibitor in any way during the performance of this Agreement.
- m) Commercial exhibitor shall defend, indemnify and hold harmless Rotary International, The Rotary Foundation of Rotary International, and HOC, including their directors, trustees, officers, committees, employees, agents, volunteers and representatives ("Rotary Indemnitees") from and against all claims (including, without limitation, claims for bodily injury or property damage and trademark, copyright and patent infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines and judgments asserted against or recovered from Rotary Indemnitees if caused by any or arising out of any act, conduct, omission, negligence, misconduct or by an unlawful act (or act contrary to any governmental order or regulation) of Commercial Exhibitor, its owners, directors, officers, employees, contractors, subcontractors, manufacturers, agents, representatives, heirs, successors and assigns. The foregoing includes, without limitation, injury or damage to the person or property of Rotary Indemnitees, or any third party, whether or not the subject of any policy of insurance.
- n) Commercial Exhibitor represents and warrants that it shall maintain general liability insurance (also known as third-party or public liability insurance). Said policy must provide coverage in Portugal, including, but not limited to, for the sale of goods and product liability. Commercial Exhibitor agrees to assume all risk in the event of damage to property and loss by theft or otherwise of the property of Commercial Exhibitor, its owners, directors, officers, representatives, employees, contractors, subcontractors, manufacturers, agents or other related persons and agrees to provide HOC/RI with waivers of its and of all such parties rights and claims arising out of or in connection with such damage or loss, as well as full waivers of subrogation from Commercial Exhibitor's insurers. Commercial Exhibitor must submit with this Application a valid certificate of insurance evidencing general liability insurance naming Rotary International and The Rotary Foundation of Rotary International, the Feira Internacional de Lisboa (FIL), and HOC as additional insureds for the period of 21-26 June 2013. Failure by HOC/RI to request proof of insurance shall not relieve Commercial Exhibitor from carrying proper coverage.
- o) A waiver by HOC/RI of any terms or conditions of this Agreement in any one instance shall not be deemed or constituted to be a waiver of such terms and conditions or any subsequent breach thereof. If any portion of the Terms and Conditions is found to be unenforceable, all other terms and conditions remain in full force and effect. All remedies, rights, undertakings, obligations or agreements contained herein shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement.

- p) This Agreement shall be binding upon and inure to the benefit of the heirs and successors of the parties hereto. Commercial Exhibitor shall not assign or otherwise transfer this Agreement or its rights hereunder without the prior written approval and consent of HOC/RI. Such consent is within HOC/RI's sole discretion. Any violation by Commercial Exhibitor of this paragraph shall constitute a material breach of this Agreement. Any assignment, sublicensing or transfer in whole or in part by Commercial Exhibitor in violation of the foregoing shall be null and void.
- q) Commercial Exhibitor is and shall be deemed to be an independent contractor for all purposes under this Agreement. Nothing herein shall construe Commercial Exhibitor, its employees, guests, booth staff, contractors, subcontractors, manufacturers or anyone else it may employ, to be an employee, agent, subsidiary or affiliate of HOC/RI for the purpose of this Agreement, any dispute arising as a result of this Agreement, or any other purpose whatsoever.
- r) The failure of either HOC/RI or Commercial Exhibitor to comply with the terms and conditions of this Agreement due to an strike, war, fire, riot, civil unrest, natural disaster, epidemic, national mourning, acts of terrorism or sabotage, interdiction by the official authorities of the event when this cancellation has been decided for security reasons within the context of riots or a climate of extreme tension, destruction, non-availability of venues, deficiency of electrical or water supply, or for any reason beyond the reasonable control of such party, shall not be deemed to be a breach of this Agreement. In such event, either party may terminate this Agreement by sending written notification to the other party by registered mail. Commercial Exhibitor hereby waives any claim for property or other damages or compensation.
- s) This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior statements or agreements, written or oral, between the parties on the subject matter herein. There are no understandings, representations, or agreements other than those set forth herein. This Agreement shall not be amended or altered except in writing and signed by the authorized representatives of the parties hereto. Should any discrepancy exist between this Agreement and any attachment, this Agreement will govern.