

# 2010 BIO CAREER FAIR EXHIBIT SPACE APPLICATION



MONDAY, MAY 3, 2-7 PM  
Hyatt Regency Chicago  
biocareerfair.org

powered by BioSpace

## SECTION A: COMPANY/ORGANIZATION

Official Company Name: \_\_\_\_\_  
*This is the company name that will be displayed on the booth identifier sign.*  
Promotional Company Name: \_\_\_\_\_  
*This is the name you would like to appear in 2010 BIO Career Fair promotional materials.*  
Headquarters Address: \_\_\_\_\_  
City/State/Country/Postal Code: \_\_\_\_\_  
Website: \_\_\_\_\_

## SECTION B: CONTACT

*Please designate your contacts carefully; the primary contact will receive all communications, exhibitor manual, and will be responsible for distribution of any materials and this information.*  
Primary Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Country/Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## SECTION C: EXHIBIT FEES

Single Booths are 10' x 10' @ \$4,395 per booth\*\*  
Double Booths are 10' x 20' @ \$7,995 per double booth\*\*  
Booth Type \_\_\_\_\_ Booth Cost \$ \_\_\_\_\_  
ADDITIONAL BADGES: (10 badges are included in booth fee)  
# of badges \_\_\_\_\_ (Quantity) @ \$100/badge  
TOTAL AMOUNT PURCHASED: \$ \_\_\_\_\_

## SECTION D: PAYMENT INFORMATION

TOTAL AMOUNT: \$ \_\_\_\_\_  
 Check # \_\_\_\_\_ (make checks payable, in US funds only, to Biospace)  
 Visa MasterCard  American Express  Discover  
Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Card holder name (please print): \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

### \*\*Booth fees include:

- Single booth: 10' x 10' booth containing a 6-foot draped table, two chairs, 1 wastebasket and hanging company ID sign
- Double booth: 10' x 20' booth containing (2) 6-foot draped tables, four chairs, 2 wastebaskets and hanging company ID sign
- Complimentary 1/4-page black and white ad in Career Fair Directory (3.75" x 5")
- Online access to all pre-registered candidate resumes one week prior to the Career Fair
- Online access to all pre-registered candidate resumes AND resumes collected at career fair and scanned into system for one year
- Lunch, afternoon snack, and cocktail reception
- Support by BIO's Show Management (i.e. BioSpace) staff throughout the day
- Booth personnel - 10 per company
- (2) "Exhibition Visitor Access" Registrations to the 2010 BIO International Convention

Exhibit Space Applications received starting September 1, 2009 will be handled on a first-come, first-served space available basis. This Application and Agreement for exhibit space at the 2009 BIO Career Fair (Exhibition) is between the Biotechnology Industry Organization (BIO) and Your Company (Exhibitor), and will become effective upon BIO's written acceptance of Exhibitor's application; and includes this Application (or Agreement) and the Space Contract Terms and Conditions.

BIO reserves the right, at anytime, prior to or during the Exhibition and at its sole discretion, to decline to provide space to an Exhibitor for any reason.

The entire fee for the requested exhibit space must accompany this Application; cancellations (or any request for a reduction in exhibit space) must be received in writing from the primary contact on file. Cancellations received in writing prior to March 5, 2010 are subject to a 50% cancellation fee of the total exhibit space rental fee. **No refunds for cancellations will be allowed after March 5, 2010.**

Send payment to 2010 BIO Career Fair, Attn: Biospace-Accounts Payable, 9100 E. Panorama Drive, Ste 250 Englewood, CO 80112. For faster processing, fax signed contract to 732.612.1252.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This document, when signed by Exhibitor and accepted by the Biotechnology Industry Organization, constitutes a binding legal agreement. By signing this Application (i.e. this Agreement), the Exhibitor agrees that they have received, read and agree to the Space Contract Terms and Conditions, incorporated in their entirety herein and expressly made a part of this Agreement. This Application along with the Space Contract Terms and Conditions constitute the entire Agreement between the parties and cannot be modified except by written agreement signed by BIO.

# 2010 BIO Career Fair Space Contract Terms and Conditions

As of September 1, 2009, (Subject to Change)

BIO reserves the right to take the following actions at any time prior to or during the Career Fair Exhibition (the "Show" or "Exhibition") and at its sole discretion: (1) terminate this Agreement or decline to provide space to any Exhibitor for any reason, including but not limited to Exhibitor conduct, or Exhibitor use, promotion and/or distribution of material(s) and/or content, that is objectionable to BIO or is not consistent with BIO's bylaws, policies, rules and regulations, or mission; (2) prohibit any exhibit, or part thereof, that violates this Agreement or is, in any other way, not suitable for, or not in keeping with the character and spirit of, the Career Fair Exhibition; (3) close any exhibit that is determined by BIO or its Show Management to be too loud or disruptive and/or to disturb other exhibits because of, among other things, material, content or method of operation; and/or (4) refuse to permit an Exhibitor who violates this Agreement to participate in one or more future BIO Career Fair Exhibitions.

**Terms of Payment:** Upon receiving a signed Application and full payment, the main contact will receive an email confirmation notice of acceptance or a notice of non-acceptance along with a full refund. This will be BIO's written acceptance or non-acceptance of the Application and Agreement.

**Cancellation Policy:** Cancellations (or a request for a reduction in exhibit space) must be received in writing from the primary contact on file. Cancellations received by BIO in writing prior to March 5, 2010 are subject to a 50% cancellation fee of the total exhibit space rental fee. No refunds or cancellations will be allowed after March 5, 2010. The Exhibitor will be obligated to pay the total rental cost of the exhibit space as outlined in this Agreement.

**Occupancy by Exhibitor:** If Exhibitor agrees to occupy its exhibit space, then it is further agreed that time is of the essence for the actual occupancy of the space reserved for the Exhibitor. If the Exhibitor does not occupy the space by 6:00 am the morning before the Show opens, BIO may occupy or cause said space to be occupied as it may deem best for the interest of BIO without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of the Exhibitor will be revoked. All exhibits/displays must remain staffed and fully intact through the show hours. Premature dismantling of and/or failure to fully staff said space during the entire Show could result in the loss of future exhibit participation.

**Amendments:** BIO and its Show Management may amend these rules and regulations at any time, and all amendments so made shall be binding on Exhibitors equally with the original rules and regulations.

**Disputes:** Any and all disputes with respect to BIO exhibit rules and regulations must be addressed by BIO's Show Management. Rules and regulations are subject to BIO interpretation and discretion as provided in the paragraph above. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia, exclusive of any conflict-of-law provisions, and Exhibitor hereby submits to the jurisdiction of the federal courts within the District of Columbia, for proceedings related to this Agreement.

**Force Majeure** It is further agreed that in the case that said premises shall be destroyed by fire or the elements, or by any other cause, or in the case of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for BIO to hold the Show or portion thereof at the time and place herein provided, this Agreement shall terminate and said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the prorated return on the amount paid after deduction by BIO and Show Management of actual expenses incurred in connection with the Show, and there shall be no further liability on the part of any party.

**Liability and Insurance:** BIO, its Show Management, the Hyatt Regency Chicago and their officers, directors, agents, members, employees or representatives (hereafter referred to as the Indemnitees) shall not be responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees or property, prior, during or subsequent to the period covered by this Agreement. To the extent permitted by law the Exhibitor, on signing this Application, expressly releases the indemnitees from, and agrees to indemnify same against, any and all claims for such loss, damage or injury. The Exhibitor also agrees to indemnify the Indemnitees from any and all liability, costs or damages arising out of or relating to acts or omissions of the Exhibitor, its agents or employees including any security personnel hired directly by Exhibitor pursuant to the procedures enumerated below. Exhibitors shall obtain, at their own expense, for the duration of the term of the installation and use of the exhibit premise, Comprehensive General Liability Insurance (CGL) in an amount, not less than one million dollars (\$1,000,000.00), specifically naming

BIO, Show Management and the Convention Center as co-insureds. Evidence of insurance shall be made available to BIO or Show Management upon written request. Exhibiting firms also are recommended to obtain insurance policies covering the transporting of their booth materials, equipment, or both from their home base to the Exhibition and return. As a courtesy, watchman service will be contracted for the duration of the Exhibition. Exhibitors desiring special security precautions should arrange for private guard service, if desired, or should make arrangements to have locked facilities available in their booth for the storage of display materials or products. In no event shall Show Management or any of its officers, directors, agents or employees be liable to Exhibitors for any amount beyond of the booth rental fee actually paid by the Exhibitor to Show Management with respect to which or in connection with which liability is asserted for any indirect, incidental, consequential or other damages (including but not limited to claims for lost profits) arising out of or relating to a Exhibition event, the rental of booth space, the conduct of Show Management, any breach of contract, or any other act, omission or occurrence.

**Use of BIO Name:** The use or display in any manner or medium of Biotechnology Industry Organization's name, logo, acronym (BIO), trademarks or copyrighted materials (BIO Intellectual Property) is not permitted, and no reference, implication or use of such BIO Intellectual Property may be made to claim or imply BIO endorsement, affiliation or approval of any product, person, company, service or program without the express, prior written consent of BIO in each instance.

**Damage of Property:** Exhibitors are liable for any damage they cause to Show building, floors, walls, columns, standard booth equipment or other Exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to standard booth equipment.

**Official Contractors:** In the best interest of the Exhibitors, BIO or its Show Management has appointed various official contractors for such services as material handling, furniture rental, booth and floral decorations, signs, photographs, drinking water, skilled labor or any other service determined to be necessary.

**Exhibitor Appointed Contractors:** Exhibitors using the services of any contractor other than those appointed by BIO or its Show Management must obtain permission from Show Management. These companies include, but are not limited to, any installation and dismantling company, sound and lighting firms, production or promotion firms, or any person or firm providing direct services to Exhibitors. Permission to use an Exhibitor-appointed contractor cannot be given for utilities or material handling services. In addition, Exhibitor-appointed contractors are required to provide a Certificate of Liability Insurance with minimum liability coverage of \$1 million. Notice of intent to use an Exhibitor appointed contractor must be submitted to Show Management by way of the Exhibitor-Appointed Contractor Form accompanied by the insurance certificate no less than 45 days before the first official day of exhibiting. In addition, the contractor must 1) submit a list of names of all of the contractor's representatives working in the exhibit area; 2) adhere to all Exhibitor move-in and move-out hours and regulations; 3) check-in at the Exhibitor Appointed Contractor Desk upon arrival each day to redeem the proper credentials to access the Exhibit Hall; 4) abstain from soliciting business from Exhibitors on-site or during the Show including, but not limited to, the posting of signs and setting-up a service desk. (Detailed procedures will be included in the Exhibitor Service Manual.); 5) agree to abide by all BIO and Show Management rules regulations and instructions provided to the Exhibitor; 6) cooperate with the Official Service Contractor; and 7) not interfere with the timely construction of the Show.

**Registration and Admission:** Admission to the Show will be by an official badge obtained upon registration, entitling the wearer to attend in accordance with admission policies. The badge is not transferable. BIO and Show Management shall have sole authority over admission policies at all times. All costs associated with admission during non-official hours, including but not limited to security, will be the responsibility of the Exhibitor. BIO and Show Management reserve the right to refuse admission to, or eject from, the Show any person whose conduct is deemed by BIO or Show Management to be disorderly or unbecoming.

**Unoccupied Space:** Show Management reserves the right to rent an exhibit space to any other Exhibitor, or use said space for such purposes as it may see fit, without any liability on its part should the Exhibitor's space remain unoccupied at two (2) hours prior to the official Show opening, or should the Exhibitor fail to make payment in full by the specified date in this Agreement. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified for the space rental.

**Early Dismantling:** Dismantling or removing an exhibit or materials before the official closing of the Show is prohibited. Show

Management and the Official Show Contractor are responsible for maintaining all in-and-out traffic schedules at the exhibit site and handling the move-in and move-out of all Exhibitors' materials and equipment. Show Management and the Official Show Contractor also will maintain control and have priority at the loading areas at all times. All shipments must be prepaid. Failure to comply may result in the Exhibitor being barred from future BIO Career Fair Exhibitions.

**Relocation of Exhibits:** BIO and Show Management reserve the right to alter locations of exhibits as shown on the official floor plan, if it is in the best interest of the Show as determined by BIO and its Show Management in their sole discretion.

**Space Restrictions:** Aisles and other spaces in the Convention Center not leased to Exhibitors shall be under the control of BIO and its Show Management. All displays, interviews, conferences, distribution of literature, lectures, audience seating/standing and the transactions of business of any nature by an Exhibitor shall be made WITHIN the space contracted. If a demonstration results in spectators in the aisle or in neighboring booths, Show Management may request modification or elimination of the presentation.

**Soliciting/Demonstrating:** Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter and all kinds of promotional giveaways must be distributed only within booth spaces. Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles. Canvassing, exhibiting or distributing advertising matter outside the designated exhibit area is prohibited. Soliciting or demonstrating by an Exhibitor must be confined to the Exhibitor's own booth. Distribution of the Exhibitor's printed advertisements must be done within the Exhibitor's own space. Persons who are not Exhibitors are prohibited from any detailing, exhibiting or soliciting within the Convention Center. No exhibits, displays or advertising material of any kind will be allowed in the Convention Center rooms or hallways unless pre-approved by BIO or Show Management. Failure to comply with this rule can result in dismissal from the exhibit hall and Convention Center.

**Access for Persons with Disabilities:** BIO and its Show Management work to provide an accessible Show for all attendees with disabilities and believes that persons with disabilities should be given the opportunity to participate and interact to the fullest extent possible. Show Management encourages all Exhibitors to make their booth accessible to people with disabilities.

**Noise and Offensive Odors:** Exhibitors will take every reasonable precaution to minimize the noise from the operation of their exhibits. Each exhibit will be operated in a professional manner so as not to constitute an annoyance to adjoining Exhibitors. Exhibitors wishing to distribute food and/or beverages must obtain prior written permission from Show Management. All approvals are subject to the use of exclusive in-house catering vendors when required. BIO and its Show Management shall be the sole authority to determine the application of this term.

**Booth Units, Identification, Draperies:** An 8 foot high draped back wall and 36 inch high draped side walls are provided for all booths. Booths are identified by booth sign identifier located at the top of the 8 foot high draped back wall. Distance from edge of booth to edge of aisle may vary according to the width of the aisle. Color of aisle carpet and drape will be specified in the Career Fair Exhibitor Service Manual.

**Fire, Safety and Health:** The Exhibitor agrees to accept full responsibility and liability for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise related to the Exhibitor or his/her booth. Furthermore, all exhibit materials and equipment must be located within the booth and protected by safety guards and devices, where necessary, to prevent accident or injury to anyone, including spectators or to other exhibitors. Only fireproof materials will be used in displays, and the necessary fire precautions will be a responsibility of the Exhibitor.

**Hazards and Firearms:** Equipment with sharp or protruding edges ("hazards") posing a potential danger to attendees and/or exhibit personnel, at whatever level, must have appropriate protective covering and/or an appropriate safety area and warning. No firearms of any nature may be brought into the Convention Center.

**Fumes and Gasoline:** Motorized vehicles may not be operated within the exhibit halls without prior written approval of Show Management. Vehicles with gasoline engines may be displayed only if the following conditions are met: all battery cables must be disconnected and taped to avoid potential sparks; a locking gas cap must be installed, or the tank must be adequately sealed (e.g. by appropriate tape). Gas tanks must contain no more than 1/4 tank of gas while in the exhibit hall.

# 2010 BIO CAREER FAIR SPONSORSHIP CONTRACT



MONDAY, MAY 3, 2-7 PM  
Hyatt Regency Chicago  
biocareerfair.org

powered by BioSpace

## SECTION A: COMPANY/ORGANIZATION

Official Company Name: \_\_\_\_\_  
*This is the company name that will be displayed on the booth identifier sign if sponsorship package includes booth space\**  
Promotional Company Name: \_\_\_\_\_  
*This is the name you would like to appear in 2010 BIO Career Fair promotional materials*  
Headquarters Address: \_\_\_\_\_  
City/State/Country/Postal Code: \_\_\_\_\_  
Website: \_\_\_\_\_

## SECTION B: CONTACT

Primary Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Country/Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## SECTION C: PAYMENT INFORMATION

TOTAL AMOUNT: \$ \_\_\_\_\_  
 Check # \_\_\_\_\_ (make checks payable, in US funds only, to Biospace)  
 Visa MasterCard  American Express  Discover  
Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Card holder name (please print): \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

Send payment to 2010 BIO Career Fair Attn: Biospace-Accounts Payable 9100 E. Panorama Drive, Ste 250 Englewood, CO 80112. For faster processing, fax signed contract to 732.612.1252.

## SPONSORSHIP PACKAGES: (please check one)

*\*Diamond and Product Sponsorships limited to (1) per Career Fair*

- Diamond Sponsor – \$18,000**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Preferred placement of exhibit booth on exhibit floor
  - (5) free job postings
  - Recognition as Diamond Sponsor at registration area and throughout ballroom
  - Special recognition on Career Fair Website
  - Exclusive Double-Spread ad in Career Fair Directory placed at the fold in the center of the Directory (16" x 10")
  - Recognition as a sponsor on Career Fair web pages
  - Flyer inserted into registration bags with company message (4-color, 5"x7.5," art provided by company)
  - Sponsor pre-event email deployed to registered job seekers
  - Sponsor post-event email deployed to registered job seekers
  - Recognition as a sponsor in Career Fair Directory
- Branded Water Bottle Sponsor – \$13,000**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Branded plastic water bottles featuring 2-color company logo
  - Water Station set-up adjacent to your booth to encourage maximum traffic
  - Full page black and white ad in Career Fair Directory (7.5"x10")
  - Signage at water stations with your company logo
  - Recognition as a sponsor on career fair web pages
  - Recognition as a sponsor in Career Fair Directory
  - Signage at registration area with your company logo
- Branded Bag Sponsor – \$12,000**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Branded rigid handle plastic bag featuring 4-color company logo distributed to all candidates at registration
  - Full page black and white ad in Career Fair Directory (7.5"x10")
  - Signage at registration area with your company logo
  - Recognition as a sponsor on career fair web pages
  - Recognition as a sponsor in Career Fair Directory
- Branded Clipboard Sponsor – \$11,500**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Branded clipboards with 1-color company logo distributed to all candidates and displayed throughout registration
  - Full page black and white ad in Career Fair Directory (7.5"x10")
  - Signage at registration area with your company logo
  - Recognition as a sponsor on career fair web pages
  - Recognition as a sponsor in Career Fair Directory
- Branded Note Pad Sponsor – \$10,000**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Branded note pads with 2-color company logo distributed to all candidates and displayed throughout registration
  - Signage at registration area with your company logo
  - Recognition as a sponsor on career fair web pages
  - Recognition as a sponsor in Career Fair Directory
- Branded Power Clip Sponsor – \$7,000**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Branded power clip with 1-color company logo distributed to all candidates and displayed throughout registration
  - Signage at registration area with your company logo
  - Recognition as a sponsor on career fair web pages
  - Recognition as a sponsor in Career Fair Directory
- Branded Pen Sponsor – \$6,500**
  - 10'x10' booth containing all features included in Standard Booth Package
  - Branded pen with 1-color company logo distributed to all candidates and displayed throughout registration
  - Signage at registration area with your company logo
  - Recognition as a sponsor on career fair web pages
  - Recognition as a sponsor in Career Fair Directory
- Premier Company Package – \$5,395**
  - 10'x10' booth Located in Prime Location containing all features included in Standard Booth Package
  - Designation on career fair web pages as Featured Company\*
  - Company logo on floor plan with designation as Featured Company. Floor plans distributed to all candidates at registration

*\*Featured Company Designation may be purchased by multiple exhibitors*

AUTHORIZED SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

This document, when signed by Company and BIO, constitutes a binding legal agreement. This Contract is for sponsorship activities at the 2010 BIO Career Fair between the Biotechnology Industry Organization (BIO) and accepted by Your Company (Exhibitor) and will become effective upon written acceptance by BIO, this includes all terms outlined on both page 1 and 2 herein.

Send payment to 2010 BIO Career Fair, Attn: Biospace-Accounts Payable, 9100 E. Panorama Drive, Ste 250 Englewood, CO 80112. For faster processing, fax signed contract to 732.612.1252.

# 2010 BIO Career Fair Sponsorship Rules and Regulations

As of September 1, 2009, (Subject to Change)

**Conditions and Rules:** It is understood that the following conditions and rules are agreed to by those who sponsor 2010 BIO Career Fair-conducted events. BIO has the authority to interpret and enforce these rules. All matters not covered by these rules are subject to BIO's discretion. All decisions so made shall be as binding on the Sponsor as the original rules. The Sponsor or its designated representative is responsible for familiarizing itself with all rules and regulations. A Sponsor who fails, or whose representative fails, to observe the conditions and terms of this Agreement may have its sponsorship terminated without refund.

**General Terms and Conditions:** Sponsor understands and agrees that BIO reserves the right to take the following actions at any time prior to or during the Sponsorship term and in its sole discretion: (1) deny any sponsorship application, or revoke a sponsorship, by a Sponsor whose mission or activities are objectionable to BIO, are not consistent with BIO's Bylaws, rules and regulations, or are not in keeping with the character and spirit of the sponsored event; (2) revoke a sponsorship by a Sponsor who violates this Agreement; and (3) refuse to permit a Sponsor who violates this Agreement from sponsoring future BIO events.

**Authority and Relationship of the Parties:** Sponsor agrees and understands that BIO and Sponsor are and shall remain independent contractors throughout the Term. Nothing in this Agreement shall be construed to constitute BIO and Sponsor as partners, joint ventures, agents or anything other than independent contractors. Sponsor shall be solely responsible for compensating all personnel employed by Sponsor and under no circumstances shall they be deemed employees of BIO. Sponsor shall, and shall ensure all Sponsor personnel will, when on BIO premises or in attendance at 2010 BIO Career Fair sponsored conferences and events: (1) conduct themselves professionally; (2) comply with all BIO rules, policies and procedures; and (3) limit activities and presence to the areas designated by BIO.

**Terms of Payment:** Sponsor agrees and understands that following BIO's acceptance of an agreement, the primary contact will receive an Email confirmation notice with an invoice and payment instructions.

**Fees:** Sponsorship Costs:

Diamond Sponsorship: .....	\$18,000
Water Bottle Sponsorship: .....	\$13,000
Bag Sponsorship: .....	\$12,000
Clipboard Sponsorship: .....	\$11,500
Note Pad Sponsorship: .....	\$10,000
Power Clip Sponsorship: .....	\$7,000
Pen Sponsorship: .....	\$6,500
Featured Company Designation: .....	\$5,395

**Payment:** Total sponsorship payment is due by March 5, 2010.

**Cancellation Policy:** Sponsor agrees and understands that notification of intent to cancel sponsorship must be provided in writing. Cancellation of sponsorship by March 5, 2010 is subject to a 50% cancellation fee. No refunds will be granted for sponsorships after March 5, 2010. Sponsor will be obligated to pay any outstanding balance due on sponsorship as per this Agreement.

**Force Majeure:** Sponsor agrees and understands that in the case that performance of this Agreement, in the customary manner, shall be prevented, hindered, or delayed by any event not within the control or caused by the fault of either Party, including, but not limited to, court orders; governmental requirements; unknown, undisclosed or concealed conditions; strikes; lockouts; fire; explosions; theft; floods; riot; civil commotions; war; acts of terrorism; malicious mischief; earthquake; materials shortages (on commercially reasonable terms) and/or other conditions generally constituting an event of "Force Majeure", this Agreement shall terminate and Sponsor shall and does hereby waive any claim for damages or compensation except the prorated return on the amount paid after deduction by BIO of actual expenses incurred in connection with this Agreement, and there shall be no further liability on the part of either party.

**BIO License:** Sponsor agrees and understands that successful sponsorship may require access to BIO Intellectual Property, as defined below. Subject to the terms and conditions of this Agreement, BIO hereby grants to, and Sponsor hereby accepts, a limited nontransferable, restricted, non-exclusive, revocable commercial license to use the BIO Intellectual Property necessary for fulfillment of this Agreement as set

forth in Attachment A, without the right to sublicense or to permit any third party from accessing the foregoing rights. Sponsor acknowledges that (1) this Agreement does not transfer any interest in ownership or title of any portion of the licensed rights; (2) sponsor does not own any portion of the licensed rights; and (3) the license shall terminate simultaneously with the expiration or termination for any reason of this Agreement.

**BIO Intellectual Property:** Sponsor agrees and understands that for purposes of this Agreement, "Intellectual Property" means trade secrets, trademarks, service marks, copyrights, ideas, inventions, know-how, processes, methods, formulations, concepts, results, discoveries, designs, patterns, devices, diagrams, charts, drawings, specifications, documentation, data plans, membership lists, personnel files, other internal files, licensed technology, computer systems or networks, hardware and software, business records, reports, and other like information or items, whether or not patentable and whether or not in electronic or other format. Without limiting the generality of the foregoing, Intellectual Property shall include the Licensed Rights.

**Use of BIO Name:** Sponsor shall not use the name, insignia, symbol, trademark, trade name or logo type of BIO (or any abbreviation or adaption thereof) in any publication, press release, advertising, promotional or sales literature, except as expressly permitted in this Agreement, without the express, prior written consent of BIO in each instance.

**Licenses and Permits:** Sponsor shall obtain and maintain during the Term all licenses, certifications, permits, and any other approvals, if any, necessary or required by law for Sponsor's fulfillment of this Agreement.

**Sponsor as Exhibitor:** Sponsor agrees to notify BIO, in writing, within 5 days of the 2010 BIO Career Fair as to Sponsor's intent to occupy its exhibit space. If Sponsor declines to occupy its exhibit space, BIO may release the said space for general sale and cannot guarantee the provision of exhibit space to Sponsor thereafter. If Sponsor agrees to occupy its exhibit space, then it is further agreed that the actual occupancy of the space reserved for Sponsor is of the essence. If Sponsor fails to occupy its exhibit space by 6:00 am the day of the Career Fair, BIO may occupy or cause said exhibit space to be occupied as it may deem best for the interest of BIO, and Sponsor will be liable for the then current retail value of said exhibit space, payable to BIO net thirty (30) days upon receipt of an invoice.

**Indemnification:** Sponsor agrees and understands that BIO shall not be liable to Sponsor, its affiliates or any of the respective officers, directors, employees or other agents of Sponsor or its affiliates ("Sponsor Indemnitees") for, and Sponsor shall indemnify, defend and hold harmless BIO and its directors, officers, employees, members and agents from, third party claims arising out of the sponsorship to the extent and proportion that such claims relate to or arise from (1) negligent acts or omissions or willful misconduct of Sponsor or any of the Sponsor Indemnitees; (2) breach of this Agreement by Sponsor or any of the Sponsor Indemnitees; or (3) performance of activities by Sponsor or any Sponsor Indemnitees under this Agreement.

**Assignment:** Sponsor agrees and understands that except as expressly provided in this Agreement, neither this Agreement nor any right under this Agreement is assignable in whole or in part by either Party without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void.

**Disputes:** Sponsor agrees and understands that the Sponsor Agreement shall be governed and construed in accordance with the laws of the District of Columbia, exclusive of any conflict-of-law provisions, and Sponsor hereby submits to the jurisdiction of the courts within the District of Columbia, for proceedings related to the Agreement.

**Complete Agreement:** Sponsor agrees and understands that the Sponsor Agreement, including any and all Attachments (including these 2010 BIO Career Fair Sponsorship Rules and Regulations), constitute the complete and integrated understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, with respect to the same subject matter.