

2012 BIO CAREER FAIR EXHIBIT SPACE CONTRACT



MONDAY, JUNE 18, 2-7 PM
Hynes Convention Center
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 and in all promotional materials**
Headquarter 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: 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'x10' booth containing a 6-foot draped table, 2 chairs, 1 wastebasket, and hanging company ID sign
- Double Booth: 10'x20' booth containing (2) 6-foot draped tables, 4 chairs, 2 wastebaskets, and hanging company ID sign
- Complimentary ¼ page black and white ad in the Career Fair Directory (3.75" x 5")
- Exhibitors with active job postings on BioSpace.com will have all jobs cross-posted to www.biocareerfair.org for FREE
- Exhibitors with no active job postings on BioSpace.com will receive (2) free 60-day job postings on BioSpace.com to be cross-posted to www.biocareerfair.org
- 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 the Career Fair and scanned into system after the Career Fair
- Lunch, Afternoon Snack, and Cocktail Reception
- Support by BIO's Show Management Company (BioSpace) staff throughout the day
- Booth personnel – 10 people per company (additional badges may be purchased at \$100 per person)
- (2) "Exhibition Visitor Access" Registrations to the 2012 BIO International Convention

Exhibit Space Applications received starting September 6, 2011 will be handled on a first-come, first-served space available basis. This Application and Agreement for exhibit space at the 2012 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 April 9, 2012 are subject to a 50% cancellation fee of the total exhibit space rental fee. **No refunds for cancellations will be allowed after April 9, 2012.**

Send payment to 2012 BIO Career Fair, Attn: Biospace—Accounts Payable, PO Box 673437, Detroit, MI 48267-3437. 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.

2012 BIO Career Fair Space Contract Terms and Conditions

As of September 6, 2011 (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 nonacceptance 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 April 9, 2012 are subject to a 50% cancellation fee of the total exhibit space rental fee. No refunds or cancellations will be allowed after April 9, 2012. 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 Indemnities) 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 indemnities from, and agrees to indemnify same against, any and all claims for such loss, damage or injury. The Exhibitor also agrees to indemnify the Indemnities 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 coinsureds. 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 preapproved 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.

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 ¼ tank of gas while in the exhibit hall.