

2012 BIO CAREER FAIR SPONSORSHIP CONTRACT



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: 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 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.

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
- Exclusive Double-Spread ad in Career Fair Directory placed at the fold in the center of the Director (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

Featured 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 2012 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.

2012 BIO Career Fair Sponsorship Rules and Regulations

As of September 6, 2011, (Subject to Change)

Conditions and Rules: It is understood that the following conditions and rules are agreed to by those who sponsor 2012 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 2012 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 April 9, 2012.

Cancellation Policy: Sponsor agrees and understands that notification of intent to cancel sponsorship must be provided in writing. Cancellation of sponsorship by April 9, 2012 is subject to a 50% cancellation fee. No refunds will be granted for sponsorships after April 9, 2012. 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 2012 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 2012 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.

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