



# 2009 New England Supply Chain Conference & Exhibition

## EXHIBITOR AGREEMENT

### APPROVED EXHIBITORS

Only Exhibitors that have contracted with the New England Collaborative (NEC) will be permitted to display or to demonstrate products, processes or services at the 2009 New England Supply Chain Conference and Exhibition (NESCON2009)

### EXHIBITION PURPOSE

Exhibitor recognizes that the purpose of the exhibit is for the edification of persons attending NESCON2009 and agrees to conduct otherwise normal sales activities in an educational manner that supports the general objectives of the Conference.

### DEFINITIONS:

**NESCON2009:** All events of the New England Supply Chain Conference and Exhibition held in Marlborough, MA between October 4 and October 5, 2009. \*

\* October 4<sup>th</sup> may only involve Exhibitor setup.

**New England Collaborative (NEC):** The Northeast Supply Management Group of ISM (the Institute of Supply Management); APICS The Society for Operations Management, Boston Chapter 10 and North Shore Chapter 20; and the CSCMP's (Council of Supply Chain Management Professionals) New England Round Table.

**Contract:** The New England Supply Chain Conference and Exhibition Exhibitor Agreement, the Exhibitor Application, and any provision incorporated herein.

**Exhibition:** All exhibitor activities at NESCON2009.

**Exhibitor:** Any person or organization exhibiting at NESCON2009, its representatives, agents, employees, and contractors.

**Rules:** Any and all provisions contained herein.

**Venue:** The Royal Best Western Plaza Hotel and Conference Center in Marlborough, Massachusetts.

### PERMISSIBLE EVENTS OR ITEMS

Every effort will be made to provide a well-rounded event for NESCON2009 participants. Permissible events or marketing collateral include: the distribution or use of all promotional items that are ancillary to the exhibit and/or participation in the sponsorship of other opportunities outside of the exhibit hall that are listed in the pricing section of the Exhibitor Application.

Exhibitors are allowed to hold individual raffles at their own booths, and/or participate in the conference raffle. All Giveaway items, Individual raffle items, and Conference raffle items must be listed in the appropriate section of the Exhibitor Application

NEC has the right of final approval to all items and events for exhibitors.



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### **GENERAL RESTRICTIONS**

NEC may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of NEC objectionable for any reason including, but not limited to, danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display; and/or evict any exhibit which may detract from the general character of the exhibition or which violates the terms of this Contract. NEC may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else NEC judges to be objectionable or anything taken beyond the confines of Exhibitor's assigned space. In the event of such prohibition, restriction, or eviction, NEC shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, NEC shall have the right to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.

### **RESTRICTIONS IN USE OF SPACE**

All demonstrations, interviews, or other activities, such as the distribution of flyers and promotional materials of any description, must be confined to the exhibitor's own booth, unless that exhibitor has contracted for a "Supplier Showcase" Session. The exhibitor agrees not to assign, sublet or share the whole or any part of his/her assigned space without the prior knowledge and written consent of NEC. No exhibitor is permitted to exhibit goods other than those manufactured or dealt with in the regular course of business. No firm or organization not assigned exhibit space will be permitted to solicit business in any manner in conjunction with the Conference.

### **DISPLAY RESTRICTIONS**

Sidewall construction, if used, may taper diagonally from back wall for one-half of the depth of the booth. This limitation is intended to provide a clear view of neighboring exhibits. Raw wood, cardboard, or similar materials for wings to booths must be covered or painted if they are visible in adjacent booths. Placement of high equipment must conform to these rules. NEC may authorize exceptions to the above for self-contained island configurations. No combustible decorations are permitted at any time.

### **CONTRACTORS**

Exhibitor shall use only the service organization officially designated by NEC for all services in connection with the outsourcing of the installation, maintenance, cleaning and dismantling of exhibits and in connection with the operation of projection devices. Exhibitor agrees to abide by and to comply with all rules and regulations imposed by local unions having arrangements with the Venue or with authorized contractors engaged by NEC.

### **EXHIBITOR, CONTRACTOR DISPUTES**

NEC shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s) and official contractors. In the event of such a dispute, any action or decision by NEC intended to resolve the dispute shall be binding on the Exhibitor(s).

### **EXHIBIT DATE, PLACE AND HOURS**

The exhibition hours shall be set to meet the Conference purpose and the Exhibitors interests and will be in accordance with the Exhibit Hall Schedule. NEC reserves the right to make changes in the exhibition hours; however, such changes will be made known to exhibitors without delay.

### **INSTALLATION AND DISMANTLING OF EXHIBITS**

Hours of installation are as listed in the Exhibitor Application. Space unclaimed by the opening hour is subject to reassignment without refund of any fees. Exhibitor agrees to not dismantle the exhibit or do any packing before the closing hours of the last exhibit time as described in the Exhibitor's Schedule. Any costs incurred by NEC to remove or dispose exhibit material remaining on premises after exhibit hours are the responsibility of the

*APICS - The Association for Operations Management, North Shore Chapter 20 and Boston Chapter 10  
The Council of Supply Chain Management Professionals (CSCMP) New England Roundtable  
The Northeast Supply Management Group, A Special Interest Group of ISM™*



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Exhibitor. NEC will bill Exhibitor for any such costs incurred. In the event of an emergency-requiring Exhibitor to leave prior to the close of the exhibit event, NEC must be notified prior to the Exhibitor's departure

### **INSURANCE**

Exhibitor shall obtain and keep in force during the term of the installation, use and dismantling of the exhibit premises, policies of Comprehensive General Liability and Contractual Liability Insurance, insuring and specifically referring to contractual liability set forth herein in an amount of not less than \$1,000,000 Combined Single Limit for personal injury and property damage. NEC, NESCON2009 and the conference Venue shall be included in such policies as additional named insured's. In addition, Exhibitor acknowledges that neither NEC nor NESCON2009 nor Venue maintains insurance covering the Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. **EXHIBITORS MUST ATTACH A COPY OF THEIR CERTIFICATE OF INSURANCE TO THIS APPLICATION AND SHALL REFER TO THIS DOCUMENT AS APPENDIX A.**

### **LOSS, THEFT OR DAMAGE**

NEC shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. NEC will not be liable for injury or damage to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. If Exhibitor's material fails to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space rental. Exhibitor shall carry insurance to protect all exhibit materials against damage, theft or other loss.

### **LIABILITY**

EXHIBITOR ASSUMES ENTIRE RESPONSIBILITY AND HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND SAVE NEC, VENUE, AND THEIR EMPLOYEES AND AGENTS HARMLESS AGAINST ALL CLAIMS, LOSSES, AND DAMAGES TO PERSONS OR PROPERTY, GOVERNMENTAL CHARGES OR FINES, AND ATTORNEY'S FEES ARISING OUT OF OR CAUSED BY EXHIBIT INSTALLATION, REMOVAL, MAINTENANCE, OCCUPANCY, OR USE OF THE EXHIBIT EVENT PREMISES OR A PART THEREOF A, EXCLUDING SUCH CLAIM CAUSE BY THE SOLE NEGLIGENCE OF THE VENUE OR ITS EMPLOYEES AND AGENTS. IN CASE THE EXHIBIT AREA OR VENUE IS DESTROYED BY FIRE OR THE ELEMENTS, OR ANY OTHER CAUSE, OR IN CASE ANY OTHER CIRCUMSTANCE MAKES IT IMPOSSIBLE FOR NEC TO PERMIT EXHIBIT AREA OR VENUE TO BE OCCUPIED BY EXHIBITOR FOR THE USE SPECIFIED HEREIN, INCLUDING WITHOUT LIMITATION, EARTHQUAKES, OR OTHER NATURAL OR WEATHER-RELATED EVENTS, LABOR INTERRUPTIONS, OR OTHER OCCURRENCES BEYOND THE CONTROL OF NEC, THEN AND THEREUPON THIS CONTRACT SHALL TERMINATE AND EXHIBITOR SHALL AND DOES HEREBY WAIVE ANY CLAIM FOR DAMAGES OR COMPENSATION, EXCEPT THE PRO RATA RETURN PAID FOR ANY SPACE RENTAL, LESS EXPENSES INCURRED BY NEC.

### **INDEMNIFICATION**

EXHIBITOR AGREES TO INDEMNIFY AND HOLD AND SAVE NEC WHOLE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CHARGES, COMPLAINTS, LIABILITY, LOSSES, DEMANDS, ACTIONS, DAMAGES, EXPENSES, JUDGMENTS, SETTLEMENTS AND/OR COSTS OF ANY NATURE WHATSOEVER RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE, OR CONDUCT OF EXHIBITOR OR EXHIBITOR'S EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, PATRONS, GUESTS, LICENSEES, INVITEES, OR ASSIGNS, AT OR RELATED TO THE EXHIBITION, INCLUDING BUT NOT LIMITED TO, ANY SUCH COSTS IN CONNECTION WITH A VIOLATION OF ANY LAWS OR REGULATIONS, ANY OFF-SITE ACTIVITIES, ANY DANGEROUS OR HAZARDOUS MATERIALS, ANY DAMAGE, INJURY, OR LOSS TO PERSONS AND/OR PROPERTY AND ANY COSTS, INCLUDING ATTORNEY'S FEES, INCURRED BY NEC IN CONNECTION WITH THE ENFORCEMENT OF THIS CONTRACT. EXHIBITOR COVENANTS AND AGREES THAT IF NEC IS MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST EXHIBITOR OR RELATING TO THIS CONTRACT OR THE EXHIBIT SPACE RENTED HEREUNDER,



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THEN EXHIBITOR SHALL PAY ALL COSTS AND EXPENSES INCLUDING ATTORNEY'S FEES AND COURT COSTS, INCURRED OR IMPOSED UPON NEC.

### **ADMISSION**

Each Exhibitor will receive two complimentary full conference registrations for each space rented/paid for. Badges for Exhibitors will be labeled as "Exhibitor".

### **PAYMENT**

Applications received on or before August 1, 2009 must be submitted with a 50% non-refundable booth rental payment deposit. For applications received after August 1, 2009, full payment must be received with the application. If the application is received after all spaces are filled payment will be refunded in full. Payment in full must be received no later than September 1, 2009. NEC reserves the right, at its sole discretion, to reassign or cancel contracted exhibit space if the Exhibitor fails to adhere to the payment schedule. One hundred percent forfeiture will be assessed on rental fees or deposits that were made prior to the reassignment or cancellation.

### **CANCELLATION OF EXHIBIT SPACE BY EXHIBITOR**

Cancellations of the exhibit space by an exhibitor must be submitted in writing to NEC. Cancellation requests submitted on or before September 1, 2009 are subject to a 50% refund to the Exhibitor. Cancellations received after September 1, 2009 are not subject to refunds. .

### **CANCELLATION BY NEC**

NEC retains the right to cancel or change the Exhibition location, dates, and/or rules upon notice to Exhibitor with no liability to NEC, other than a refund to Exhibitor of any paid space rental fees, for any reason beyond NEC's control, including, but not limited to, civil unrest, labor disputes, acts of government, or acts of God.

### **ASSIGNMENT FOR EXHIBIT SPACE**

The agreement for exhibit space and the payment of booth rental charges constitute a contract for the right to use the space allotted, subject to the rules and regulations promulgated by NEC. NEC reserves the right to assign space, to rearrange the floor plan and/or to relocate Exhibitor. Note: A preliminary floor plan will be provided to all exhibitors, before the conference.

### **ADVERTISING AND PROMOTION**

NEC reserves the right to use Exhibitor's name and/or likeness in any advertising, promotion, or marketing associated with the exhibition for this and future events. NEC does not, however, guarantee Exhibitor inclusion in such materials, unless expressly agreed to by NEC.

**USE OF COMMON/PUBLIC SPACE** No demonstration, promotion, or advertising shall be permitted outside the Exhibitor's assigned exhibit space, unless expressly agreed to by NEC. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside the Exhibitor's contracted-for exhibit space, unless expressly agreed to by NEC. Exhibitor agrees to use and occupy the facilities only for the purpose consistent with this Agreement.

### **COMPLIANCE WITH LAWS**

Exhibitor assumes full responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of NEC and the operators and/or owners of Venue. Exhibitor is required to comply with all provisions of the American with Disabilities Act (ADA), including, without limitations, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA. COPYRIGHTS, LICENSED AND PATENTED MATERIALS Exhibitor assumes all



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responsibility for the use of any and all copyrighted, licensed, or patented material including, but not limited to, music, video, or printed matter which may be protected under the laws of the United States of America.

Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.

### SEVERABILITY

The invalidity or unenforceability of any of the covenants, phrases, or clauses of this Agreement shall not affect the remaining portion hereof, but this Contract shall be construed as if such invalid covenant, phrase, or clause had not been contained herein.

### CONTACT US

If you have any question related to this Exhibitor Agreement (or anything related to the Exhibitor items), please contact us at [exhibits@newenglandsupplychainconference.org](mailto:exhibits@newenglandsupplychainconference.org) .

### ENTIRE AGREEMENT

This Contract embodies the entire agreement and understanding of the parties hereto in respect of the subject matter herein.

This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter. These regulations are a part of the contract for event exhibit, which does not become effective until countersigned by a duly authorized representative of NEC. The acceptance of payment that accompanies the Application for exhibit space does not constitute acceptance of a contract. NEC reserves the right to make such additional conditions, rules, and regulations, as it deems necessary to ensure the success of the exhibited event.

**By submitting a signed copy of this Exhibitor Agreement, for exhibit space at the 2009 New England Supply Chain Conference and Exhibition, Applicant agrees to comply with all instructions, rules, and regulations of NESCON2009, as stated in the 2009 NESCON Exhibitors Agreement.**

.....  
Name of Exhibitor Duly Authorized Representative

.....  
Title

.....  
Signature of Exhibitor Duly Authorized Representative (Date)



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## APPENDIX A

**CERTIFICATE OF INSURANCE (Attach here):**