

May 3-6, 2010  
McCormick Place  
Chicago, IL USA

1. Please complete the entire Exhibit Space Contract.
2. Make a copy of both sides of the Exhibit Space Contract for your records.



## BIO PARK CONVENTION SPACE CONTRACT

### EXHIBIT SPACE CONTRACT

Exhibit Space Contracts received after January 26, 2010 will be handled on a first-come, first-served, space-available basis. This Application and Contract for exhibit space at the BIO International Convention between the Biotechnology Industry Organization (BIO) and Your Company (Exhibitor), will become effective upon written acceptance by BIO. It includes the terms on both page 1 and 2 herein.

BIO reserves the right to at any time prior to or during the Exhibition and at its sole discretion decline to provide space to an Exhibitor whose exhibition material(s) and/or content are objectionable to BIO and/or are not consistent with BIO's by-laws, rules and regulations.

Full payment must be submitted within (30) days of submission of contract.

**Send all information to:** BIO attn: Exhibits Team 1201 Maryland Avenue, SW Suite 900, Washington DC 20024.

**Application:** Fax: +1.202.488.0993 Tel: +1.202.312.9264 E-mail: [exhibit@bio.org](mailto:exhibit@bio.org)

### EXHIBIT FEES

#### **BIO SOLOS**—\$2,000 per display

Includes the following:

- Display Unit
- Electricity
- Carpeting
- Stool
- 2 Exhibitor Booth Personnel Passes

#### **BIO PODS**—\$3,500 per display

Includes the following:

- Display Unit
- Electricity
- Carpeting
- Stool
- 2 Exhibitor Booth Personnel Passes
- 1 Full Convention Access Plus Partnering

All fees payable in U.S. dollars.

### SECTION A: COMPANY/ORGANIZATION

OFFICIAL COMPANY NAME: \_\_\_\_\_

This is the company name used to verify BIO Membership.

PROMOTIONAL COMPANY NAME: \_\_\_\_\_

This is the name you would like to appear in BIO promotional materials.

ABBREVIATED COMPANY NAME: \_\_\_\_\_

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 invoices, and will be responsible for distribution of the same.

**PRIMARY CONTACT PERSON:** \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/COUNTRY/POSTAL CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**SECONDARY CONTACT PERSON:** \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/COUNTRY/POSTAL CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

**PUBLIC RELATIONS CONTACT PERSON (OPTIONAL):** \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

The 2010 Online Exhibitor Service Kit for this area will be available to all exhibitors in early March 2010 and accessible via [convention.bio.org](http://convention.bio.org). In an effort to continue our green initiatives, service kits will not be automatically printed and mailed. Please e-mail [exhibit@bio.org](mailto:exhibit@bio.org) for additional information.

### SECTION C: SPACE REQUESTED

#### **BIO SOLOS**

# of booth spaces requested \_\_\_\_\_ X \$2,000 = \$ \_\_\_\_\_

#### **BIO PODS**

# of booth spaces requested \_\_\_\_\_ X \$3,500 = \$ \_\_\_\_\_

**TOTAL DUE** = \$ \_\_\_\_\_

#### **DESIRED LOCATION:**

We will make every attempt to accommodate your preferences, however space requested is not guaranteed. Contracts are processed on a first-come, first-served basis.

Space Choice

#1 \_\_\_\_\_

#2 \_\_\_\_\_

#3 \_\_\_\_\_

### BIO INTERNATIONAL CONVENTION EXHIBIT SPACE CONTRACT

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

This document, when signed by Exhibitor and BIO, constitutes a binding legal agreement. By signing this agreement, the Exhibitor agrees that they have received, read and agree to the attached BIO International Space Contract Terms and Conditions, incorporated in their entirety herein and expressly made a part of this contract. This Application and Exhibit Space Contract and the included BIO International Space Contract Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by BIO and the Exhibitor.

### FOR OFFICIAL USE ONLY:

SPACE ASSIGNED: # \_\_\_\_\_ FEE: \$ \_\_\_\_\_ BY: \_\_\_\_\_ ORDER #: \_\_\_\_\_

## BIO Exhibitor Rules and Regulations

(Subject to Change) as of January 26, 2010.

**Conditions and Rules** It is understood that the following conditions and rules are agreed to as part of the contract between the Biotechnology Industry Organization, hereinafter referred to as Show Management, and those who purchase exhibit space ("Exhibitor") in the BIO International Convention ("Exhibition"). The exhibiting firm or its designated representative is responsible for familiarizing itself with all rules and regulations. The exhibiting firm or its representative who fails to observe these conditions or the terms of the contract may be excluded from the Exhibition without refund.

**General Terms and Conditions** BIO reserves the right to take the following actions at any time prior to or during the Exhibition and at its sole discretion: (1) terminate this agreement or decline to provide space to an 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, 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 Exhibition; (3) close any exhibit that is determined by 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 Exhibitions.

**Terms of Payment** Upon receiving a contract, the main contact will receive an email confirmation notice with an invoice and payment instructions.

**Fees** \$2,000 per BIO Solo. \$3,500 per BIO Pod.

**Payment Schedule** Full payment must be submitted within (30) days of submission of contract.

**Cancellation Policy** Cancellations must be received in writing from the primary contact on file. 50% of the total amount due is non-refundable.

**Occupancy by Exhibitor** It is further agreed that actual occupancy of the space reserved by the Exhibitor is of the essence. If Exhibitor with a booth display does not occupy the space by 5:00 pm, 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 a BIO Exhibitor will be revoked. All exhibits/displays must remain staffed and fully intact through the exhibit hall 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** 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. Notwithstanding the foregoing, no amendment shall be binding on the Exhibitor unless the Exhibitor agrees to the amendment in writing.

**Disputes** Any and all disputes with respect to BIO exhibit rules and regulations must be taken up with Show Management. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby submit to the jurisdiction of the courts in the Province of Ontario 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 Exhibition or portion thereof at the time and place herein provided, this Agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rated return on the amount paid after deduction by Show Management of actual expenses incurred in connection with the Exhibition, and there shall be no further liability on the part of either party.

**Liability and Insurance** Show Management, the Convention Center and their officers, directors, agents, 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. 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 on a 24-hour basis 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.

**Damage of Property** Exhibitors are liable for any damage caused to Exhibition 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.

**Compliance with the Law** Exhibitors, exhibits, and exhibit materials and displays shall be at all times in compliance with all applicable federal, state and local laws, codes and regulations.

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

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

**Exhibitor Appointed Contractors** Exhibitors utilizing the services of any contractor other than those appointed by 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 the 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 day official day of exhibiting. In addition, the contractor must 1). Submit a list the names of all company 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 Exhibition including, but not limited to the posting of signs and setting-up service desk. Detailed procedures will be included in the Exhibitor Service Manual 5). Agree to abide by all Show Management rules regulations and instructions provided to the Exhibitor; and cooperate with the Official Service Contractor and not interfere with the timely construction of the Exhibition.

**Registration and Admission** Please note tabletop displays receive one (1) Exhibitor Personnel Admission. Booth displays receive two (2) Exhibitor Personnel Admissions per 100 sq. ft. purchased. Codes to be used for online registration will be sent to Primary Contact once registration has opened. Admission to the Exhibition will be by official badge obtained upon registration, entitling the wearer to attendance in accordance with admission policies. The badge is not transferable. Show Management shall have sole authority over admission policies at all times. After opening day, if for any reason a properly badged Exhibitor or representative desires to enter the exhibit area in advance of the prescribed time, or after closing hours, a request specifying the reason and giving all names of persons who will enter the exhibit area in accordance with such request shall be presented to Show Management for approval. Exhibitors receiving approval will be required to have an official security representative escort the group to the designated booth. All costs associated with admission during non-official hours, including but not limited to security, will be the responsibility of the Exhibitor. Show Management reserves the right to refuse admission or eject from the Exhibition any person whose conduct is deemed by Show Management to be disorderly or unbecoming. The license granted by admission to the Exhibition may be terminated by tendering to the attendee the purchase price of admission to the Exhibition.

**Age Requirements** In the interest of safety and injury prevention, no one under 21 years of age (infants included) will be permitted in the exhibit hall during move-in, the duration of the Exhibition, and move-out. Show Management reserves the right to require proof of age prior to admission to the Exhibition.

**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 six (6) hours prior to the official Exhibition opening or should the Exhibitor fail to make payment in full by the specified date in the contract or space rental invoice. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in the space rental invoice.

**Booth Attendants** All exhibits must be staffed by at least one attendant during ALL exhibit hours.

**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 will also maintain control and have priority at the loading areas at all times. All shipments must be prepaid. Failure to comply will result in the Exhibitor at fault being barred from future BIO exhibitions.

**Relocation of Exhibits** Show Management reserves the right to alter locations of exhibits as shown on the official floor plan, if deemed advisable and in the best interests of the Exhibition as determined by Show Management in its sole discretion.

**Space Restrictions** Aisles and other spaces in the Convention Center not leased to Exhibitors shall be under the control of Show Management. All displays, interviews, conferences, distribution of literature, lectures, audience seating/standing and the transactions of business of any nature shall be made WITHIN the space contracted. Temporary booth personnel and shall be restricted to the same aforementioned rules as authorized Exhibitor personnel.

**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 Show Management. Failure to comply with this regulation can result in dismissal from the exhibit hall.

**Access for Persons with Disabilities** Show Management works to provide an accessible Exhibition 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 of operating exhibits. Each exhibit will be operated in a dignified 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. Show Management shall have the sole authority in determining the application of this regulation.

**Photography** Photographing booths is limited to candid shots only of your own booth. Photographing other exhibits and booths is by permission only. Exhibitors and photographers shall not disrupt visitor traffic by clearing booths or aisles for photography during the regular Exhibition hours.

**Booth Units, Identification, Carpeting, Draperies** An 8 foot high draped back wall and 36 inch high draped side walls are provided for all booths. Aisle carpet will be placed in all aisles throughout the exhibit. Distance from edge of booth to edge of aisle carpet may vary according to the width of the aisle. Color of aisle carpet and drape will be specified in the Exhibitor Service Manual. Booth carpeting is responsibility of exhibitor.

**Fire, Safety and Health** The Exhibitor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise relating 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 personal accident or injury to 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 posing a potential danger to attendees and/or exhibit personnel, at whatever level, must have protective covering and/or be flagged. 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 by tape. Gas tanks must contain no more than 1/4 tank of gas while in the exhibit hall.