TERMS OF AGREEMENT
Sponsorship, Tradeshow & Advertising

SPNHC 2012 CONFERENCE

Hosted by Yale Peabody Museum of Natural History
June 11-16, 2012
New Haven, Connecticut, U.S.A.

This document serves as an agreement between the 2012 SPNHC Local Organizing Committee (Yale Peabody Museum of Natural History; hereafter YPM-LOC) and

(Name of Sponsor/Tradeshow Exhibitor/Advertiser)

for Sponsorship of the 2012 SPNHC Conference to be held June 11-16 2012 at the Omni Hotel, New Haven, Connecticut, USA. An authorized agent of your company/organization acknowledges and accepts the following terms and conditions by completing the Sponsorship, Tradeshow, and Advertising Application Form, indicating the specific Sponsorship Level requested (details in the “Information Section”) and signing this agreement.

The Agreement shall become effective on the date signed below and will remain in effect until all responsibilities set out are fulfilled. The parties acknowledge that they will use their best good faith efforts to negotiate and resolve subsequent issues that may arise from this Agreement as a result of unforeseen occurrences and that may alter the conditions of this Agreement.

1) Sponsorship, Tradeshow & Advertising
The various opportunities and benefits associated with sponsoring the 2012 SPNHC Conference are defined in the information document for Sponsorship, Tradeshow, and Advertising, which is deemed part of this Agreement, along with the completed Application Form.

2) Tradeshow Exhibit Location Assignments
Tradeshow Exhibit booths/tables are limited in number. Their assignment is made based on the Sponsorship level, as defined in the Sponsorship Information Table, and then on the order in which complete Application Forms are received, together with required payment, by the YPM-LOC. The YPM-LOC will make every effort to place tradeshow exhibitors in their preferred location. In the event that the number of applications for exhibit space exceeds the number of predefined spaces in the Exhibit Hall, the YPM-LOC will examine every suitable alternative in consultation with the affected exhibitor. Exhibitors will be advised of their booth location at the latest by May 29, 2012.

3) Space Rental
The exhibit space is 7’ (w) x 6’ (d) x 10’ (h). The exhibit space consists of one 6’ x 30” skirted table, two chairs, and a waste receptacle. Wireless internet access and electrical outlets are also available. Exhibitors must provide their own power cords, power strips and computer equipment if needed. Audiovisual equipment must not be played at a sound level that would interfere with adjacent exhibitors.
4) Use of Space and Tradeshows Time

No exhibitor shall permit any other company, or its firms or representatives, to use the space allocated to the signer of the Agreement, nor shall he/she display articles not manufactured or normally sold by the company or firm signing the Agreement. Requests for co-participation by any other company of firm in space assigned to the original applicant must first be made in writing to the YPM-LOC. If permission is granted by the YPM-LOC, there will an additional charge of $300 for the additional company/firm and $300 for each additional participant/representative, unless the sponsorship level includes sufficient paid meeting registrants. Exhibitors may not sublet booths or assign this lease in whole or part without the prior consent of the YPM-LOC.

The YPM-LOC will make every reasonable effort to accommodate the delivery of exhibitor’s material prior to the beginning of the Tradeshows, provided no delivery costs are incurred. The Exhibitor agrees to set up its display at the assigned booth/table location on Tuesday, June 12, 2012 between 1 p.m. and 6 p.m. The Exhibitor also agrees that all exhibit and personal property shall be removed from the exhibit area on Thursday, June 14, 2012 between 3 p.m. and 6 p.m. Exhibitors are responsible for making their own post-meeting shipping arrangements.

All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of the Exhibitor’s booth. All equipment for display or demonstration must be placed within the assigned booth area to attract observers to the booth.

Nothing shall be posted or tacked, nailed, screwed or otherwise attached to the walls, floors or other parts of the conference spaces without permission from the proper Omni Hotel representative and the YPM-LOC.

In the interest of the meeting, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members, Exhibitors, or invited guests from the technical sessions and symposia or Exhibit Hall during the official hours of the sessions or tradeshows, unless approved by the YPM-LOC and included in the conference program. Deadline for inclusion in the conference program is May 10, 2012.

5) Payment and Cancellation

An Application Form is deemed complete when received, together with required payment by the YPM-LOC. Full payment is required for tradeshows reservations. This agreement is then considered effective, as of the date signed below and shall remain effective until all responsibilities set out are fulfilled.

Deadline for Tradeshows reservations is April 30, 2012.

Cancellations must be made in writing, received, and confirmed by the YPM-LOC by May 14, 2012, to qualify for a refund, less a $75 processing fee. No requests for refunds will be processed on cancellations received after that date. If sponsoring promotional items, once the Agreement is signed and the item is in production, there shall be no refunds.
6) Securities and Liabilities

The conference organizers (i.e., the YPM-LOC, in concert with the Omni Hotel) will take responsible care to ensure security in the Exhibit Hall. The organizers will not be liable for damage or loss to exhibitor’s property, nor shall they be liable for any injury that may occur in the exhibit areas. The Exhibitor assumes the responsibility and liability for losses, damages and claims arriving out of injury or damage to exhibitor’s displays, equipment, and other property brought upon the premises of the Hotel, and shall indemnify and hold harmless the Omni Hotel’s agents and employees from any and all such losses, damages, and claims caused by the Exhibitor’s negligence.

7) Limitation of Liability

The Exhibitor shall indemnify the organizers against all claims, demands, actions, expenses, damages, penalties, or proceedings arising out of or in any way connected with the Exhibitor’s occupancy and use of the exhibition premises or any part thereof caused by the Exhibitor’s negligence. Exhibitors will be required to pay the cost of making good any damage to floors, wall structures, and accessories.

The Exhibitor acknowledges having read and understood the terms and conditions previously outlined in this document.

________________________________________
Authorized Signature (Sponsor-Exhibitor)      Date

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Authorized Signature (YPM-LOC)                  Date