



## EXHIBIT SPACE APPLICATION AND CONTRACT

Exhibit Space Applications and Contracts will be handled on a first-come, first-served, space-available basis. This Exhibit Space Application and Contract for the BIO World Congress on Industrial Biotechnology between the Biotechnology Innovation Organization (BIO) and Your Company (Exhibitor) will become effective upon written acceptance by BIO. It includes the terms 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.

Upon confirmation of this application you will receive an invoice with payment information. A 50% non-refundable deposit must be made within two weeks of when BIO emails the exhibitor invoice. The remaining balance (50%) is due no later than **May 21, 2018**.

### SEND ALL INFORMATION TO:

**BIO World Congress Exhibits** 1201 Maryland Avenue SW, Suite 900, Washington DC 20024.

Fax: +1.202.488.6301 Attn: World Congress Exhibits Tel: +1.202.747.6258

E-mail: [worldcongress@bio.org](mailto:worldcongress@bio.org)

## ONLINE EXHIBITOR SERVICE KIT

Kits will be available to all exhibitors by February 2018 accessible via [bio.org/worldcongress](http://bio.org/worldcongress).

### EXHIBIT FEES

#### Booth Displays:

(100 square foot minimum)

BIO Member: \$20 / square foot

Non Member: \$26 / square foot

#### Tabletop Displays:

(6' x 30" tabletop display)

BIO Member: \$1,000

Non Member: \$1,300

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 World Congress promotional and print materials.

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

If your company name is longer than 25 characters, please provide us with a shorter name for your badges and signage.

**HEADQUARTERS ADDRESS:** \_\_\_\_\_

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

**WEBSITE:** \_\_\_\_\_

## SECTION B: COMPANY/ORGANIZATION

The primary/logistics contact will receive all communications, exhibitor service kit and invoices, and will be responsible for distribution of the same. The secondary/marketing contact will be listed as the contact that manages branding.

### PRIMARY / LOGISTICS

CONTACT: \_\_\_\_\_

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

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

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

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

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

EMAIL: \_\_\_\_\_

**SECONDARY / MARKETING CONTACT:** \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

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

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

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

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

EMAIL: \_\_\_\_\_

## SECTION C: SPACE REQUESTED

### 1. BOOTH DISPLAY

(Minimum booth size: 100 square feet)

\_\_\_\_\_ Total sq ft X \$ \_\_\_\_\_ per sq ft  
= \$ \_\_\_\_\_

### 2. TABLETOP\* DISPLAY

(All tabletops are 6'x30")

\_\_\_\_\_ BIO Member \_\_\_\_\_ Non Member  
= \$ \_\_\_\_\_

**Total Due = \$ \_\_\_\_\_**

Non-refundable Deposit (50%): = \$ \_\_\_\_\_

Final Balance (50%): = \$ \_\_\_\_\_

Balance Due by **May 21, 2018**

### 3. EXHIBIT SPACE CHOICES:

Refer to the 2018 floor plan and list three choices. We will make every effort to accommodate your preferences, however exact space requests cannot be guaranteed.

#### Booth Choice:

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

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

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

All applications and contracts submitted after May 21, 2018 will be required to pay the full 100% upon receipt of the invoice.

Please note organizations you do not wish to be located next to. BIO cannot guarantee requests.

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT SPACE APPLICATION AND CONTRACT

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

This document, when signed by Exhibitor and accepted by BIO, constitutes a binding legal agreement. By signing this agreement, the Exhibitor agrees that they have received, read and agree to the attached 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 Contract Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by BIO.



## BIO Exhibitor Rules and Regulations

As of November 11, 2018 Subject to Change.

- 1. Conditions and Rules** It is understood that the following terms, conditions and rules (hereinafter, "BIO Exhibit Rules and Regulations" or "BIO EXH R&R") are agreed to as part of the contract between the Biotechnology Innovation Organization, hereinafter referred to as "Show Management" or "BIO", and those who purchase exhibit space ("Exhibitor") in the World Congress on Industrial Biotechnology ("Exhibition"). Show Management shall have the authority to interpret and enforce the rules. All matters not covered by these rules are subject to the discretion of Show Management. All decisions so made shall be as binding on all parties as the original BIO EXH R&R. The Exhibitor or its representative is responsible for familiarizing himself or herself with all rules. The Exhibitor or its representative who fails to observe the conditions, terms, or rules of the contract may be excluded from the Exhibition without refund.
- 2. 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, the BIO EXH R&R, 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, including but not limited to, point of purchase sales, 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.
- 3. Terms of Payment** Upon BIO's receipt of the World Congress Exhibit Space Application & Contract, the main contact will receive an email confirmation notice with an invoice and payment instructions.
- 4. Fees** Booth Cost per square foot = \$20 BIO Member, \$26 Non Member. 100 square foot minimum purchase required. Tabletop cost per six (6) foot draped table = \$1,000 BIO Member, \$1,300 Non Member. Example = 10' x 10' linear = \$2,000 BIO Member rate or \$2,600 Non Member rate. Fees for exhibiting sponsors are defined in the sponsor contract. All fees are payable in United States Dollars. Exhibitor must be a BIO member in good standing at the time of application in order to receive the BIO Member rate.
- 5. Payment Schedule** A 50% non-refundable deposit is due within 2 weeks of when BIO emails exhibitor invoice. The remaining balance must be paid in full by May 21, 2018. All applications and contracts submitted after May 21, 2018 will be required to pay the full 100% upon receipt of the invoice. BIO has the right to reassign and/or sell Exhibitor's exhibit space if payment deadlines are missed without notification to the Exhibitor. Payments submitted in accordance with this Exhibit Space Application and Contract will be applied, first, to any outstanding balances from previous BIO events. Any BIO Exhibit Space Application and Contract will not be processed and space will not be assigned until all prior financial obligations have been met.
- 6. Exhibitor Registration and Admission** Tabletop Display Exhibitors receive one (1) complimentary Exhibitor Booth Personnel admission per tabletop. Booth Display Exhibitors receive two (2) complimentary Exhibitor Booth Personnel admissions per 100 sq. ft. purchased. All exhibitors with booth displays of 200 sq. ft. or 300 sq. ft. receive (1) complimentary Full Conference Exhibitor Registration. All exhibitors with island booth displays of 400 sq. ft. or larger receive (2) complimentary Full Conference Exhibitor registrations. All exhibitors will have access to additional Exhibit Booth Personnel registrations at a rate of \$365 each, and access to additional Full Conference registrations at prevailing rates. Exhibit Booth Personnel (EBP) registration includes access to exhibit area only during set-up, take down and open hours, and includes access to the BIO One-on-One Partnering™ system. It does not include access to any breakout sessions, plenary events, welcome reception or other portions of the conference occurring outside of the Exhibition. Instructions for online registration and cut off dates for all registration fees will be sent to the Primary Contact once registration has opened. Admission to the Exhibition will be by official badge obtained upon check in at registration onsite, 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.
- 7. Disputes** Any and all disputes with respect to BIO EXH R&R must be taken up with Show Management. 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 courts within the District of Columbia, for proceedings related to this Agreement.
- 8. 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 and there shall be no further liability on the part of either party.
- 9. 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 unless directly attributable to indemnitees' gross negligence or willful misconduct. To the extent permitted by law the Exhibitor, on signing this contract, expressly agrees to indemnify same against, any and all claims for such loss, damage or injury provided in every instance that Exhibitor is promptly notified in writing of such liability or claim and given full and complete authority, information and assistance, at Exhibitor's expense, for the defense thereof, including any settlements or appeals related thereto. The Exhibitor also agrees to indemnify the indemnitees 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 the 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 and the Convention Center as additional insureds as their interests appear. Evidence of insurance shall be made to BIO upon written request. Exhibitors 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 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. In no event shall Show Management or any of its officers, directors, agents or employees be liable to Exhibitors for any amount beyond 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 an Exhibition event, the rental of booth space, the conduct of Show Management, any breach of contract, or any other act, omission or occurrence.

- 10. 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 appropriate transactions of business shall be made WITHIN the space contracted. Temporary booth personnel shall be restricted to the same aforementioned rules as authorized Exhibitor personnel.
- 11. 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.
- 12. Use of BIO Name** The use or display in any manner or medium of Biotechnology Innovation 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.
- 13. 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.
- 14. 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, facility catering, skilled labor or any other service deemed necessary. Complete information, instructions, and contacts will be provided in the exhibit service kit for all official show providers.
- 15. Food and Beverage** 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.
- 16. Installation, Occupancy, and Dismantle of Exhibits (Article 15)** It is agreed that actual occupancy of the space reserved by the Exhibitor is if the Exhibitor does not occupy/staff space, all rights of the 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. If Exhibitor with a booth display does not occupy the space by 5:00pm Sunday, July 15, 2018. Show Management may occupy or cause said space to be occupied as it may deem best for the interest of Show Management without in any way releasing the Exhibitor from any liability hereunder. All exhibits/displays must remain fully intact throughout the exhibit hall hours as outlined in the Exhibitor Service Kit. Dismantling or removing an exhibit or materials before the official closing of the show is prohibited. Premature dismantling could result in the loss of future exhibit participation. 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.
- 17. Point of Purchase Sales** Exhibitors are limited to taking orders for products and services. Transactions that involve any exchange of money, product or service on-site are not permitted by Exhibitors. Failure to comply with this regulation will result in dismissal from the exhibit hall without any refund.
- 18. Failure to Occupy Space** Space unoccupied by the times as outlined in article 15 will be forfeited by Exhibitor. Show Management reserves the right to re-sell 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 by the times as outlined in article 15 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.
- 19. 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, providing a cross-liability clause and naming BIO and the Pennsylvania Convention Center as additional insurers, with minimum liability coverage of one million dollars (\$1,000,000.00). 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 registration upon arrival at show site to redeem the proper credentials to access the Exhibition. 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 Kit 5). Agree to abide by all BIO EXH R&R and instructions provided to the Exhibitor; and cooperate with the Official Service Contractor and not interfere with the timely construction of the Exhibition.
- 20. Cancellation Policy** Cancellations (or reduction in exhibit space occupied) must be received in writing from the primary contact on file. Cancellation between the time of reservation deposit and May 21, 2018 will result in a refund less the 50% deposit amount regardless of square footage reserved. After May 21, 2018 there will be no refunds issued for exhibit space cancellation or square footage reduction and the Exhibitor will be obligated to pay the total rental cost of the exhibit space as outlined in the Exhibit Space Application and Contract. For the space returned, the space will be reorganized at the discretion of Show Management. Show Management reserves the right to resell any returned exhibit space. Refunds will be processed according to the initial method of payment.
- 21. Exhibition After-Hours Access** 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.



- 21. Age Requirements** In the interest of safety and injury prevention, anyone under 18 years of age (infants included) will not be permitted in the exhibit hall during move-in and move-out (and the Convention Center may have more stringent age requirements, which Show Management will honor); and, anyone under 21 years of age will not be permitted in the exhibit hall during the Exhibition (exceptions must be in writing by Show Management). Show Management reserves the right to require proof of age prior to admission to the Exhibition.
- 22. Relocation of Exhibits** Show Management reserves the right to alter locations of exhibits as shown on the official floor plan, if advisable and in the best interests of the Exhibition as determined by Show Management in its sole discretion.
- 23. Facility Use** Aisles and other spaces in the Pennsylvania 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 shall be restricted to the same aforementioned rules as authorized Exhibitor personnel.
- 24. 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 Pennsylvania Convention Center. No exhibits, displays or advertising material of any kind will be allowed in the Pennsylvania 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.
- 25. 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.
- 26. 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. Any speakers and other sound devices should be positioned as to direct sound into the booth rather than into the aisle. Rule of thumb: sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth.
- 27. 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.
- 28. Booth Design** An 8 foot high draped back wall and 36 inch high draped side walls are provided for all linear booths. Show Management will provide aisle carpet in all aisles throughout the exhibit and an ID sign for each paid exhibitor. All booth space must be carpeted. Booth carpeting is the responsibility of the exhibitor. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations as outlined in the Exhibitor Service Kit.
- 29. 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.
- 30. 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 Pennsylvania Convention Center.
- 31. 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. Additional venue requirements may apply. Rules and Regulations specific to the Pennsylvania Convention Center can be found in the Other Contractor Services section of the Exhibitor Service Kit