



New England Supply Chain  
Conference and Exposition

## EXHIBITOR / SPONSOR AGREEMENT 2020

### Exhibitor/Sponsorship Rules and Regulations

#### Definitions:

- Conference Venue:** The Best Western Royal Plaza Hotel & Trade Center, 181 Boston Post Road West, Marlborough, MA 01752
- Contract:** The New England Supply Chain Conference (NESCON) and Exhibition Exhibitor / Sponsor Agreement, the Exhibitor Application and/or Sponsor Application, and any provisions incorporated herein
- Exhibition:** All exhibitor activities at NESCON
- Exhibitor:** Any person or organization exhibiting at NESCON, its representatives, agents, employees, and contractors
- APICS South Shore** **APICS South Shore Chapter 43, Inc.** fiscal agent, contract administrator and insurance certificate holder for NESCON
- NESCON:** All events of the New England Supply Chain Conference and Exhibition held at the conference venue between October 4 and October 5, 2020. Note that events on October 4<sup>th</sup> may only involve Exhibitor setup
- New England Collaborative (NEC):** A confederation of APICS Massachusetts Minuteman, Inc., APICS South Shore Chapter 43, Inc., the New England Round Table of the Council of Supply Chain Management Professionals (CSCMP), and Northeast Institute of Procurement and Supply Management, Inc. d/b/a CIPS-NE which produces the New England Supply Chain Conference and Exhibition (NESCON).
- Sponsor:** Any person or organization sponsoring at NESCON, its representatives, agents, employees and contractors.

1. **Hours:** The exhibition hours are 7:30 am – 5:00 pm ET on the day of the conference. NEC reserves the right to make changes in the exhibition hours; however, such changes will be made known to exhibitors as far in advance as possible.
2. **Installation of Exhibit:** Hours of installation are as stated in the Exhibitor Application form. Space unclaimed by the opening hour is subject to reassignment without refund of any of the rental paid. NEC reserves the right to make changes in the installation hours; however, such changes will be made known to exhibitors as far in advance as possible.
3. **Exhibit Purpose:** The exhibitor acknowledges that the purpose of the exhibit space is the promotion of and education about exhibitor's goods and services to all conference attendees.
4. **Permissible Events:**
  - a. Every effort will be made to provide a well-rounded event for NESCON participants. All exhibitor activities must be reviewed and approved by NESCON's Exhibit Manager in advance.
  - b. Advertising novelties may be distributed.
  - c. Exhibitors may hold individual raffles at their own booths; any prize offered must not exceed \$500 in value. *Winners must be selected and notified during NESCON.*
  - d. Exhibitors may participate in the NESCON raffle; any prize donated to the NESCON raffle must not exceed \$500 in value.
  - e. Any raffle item (Exhibitor or NESCON) must be listed in the appropriate section of the Exhibitor Application.
5. **General Restrictions:**
  - a. Undignified methods of attracting attention will not be permitted. NEC reserves, in its sole discretion, for any reason or lack of any reason the right to accept or reject any organization or product for inclusion in the exhibit event. NEC is not required to provide any rationale for the acceptance or rejection of any exhibit.
  - b. NEC reserves the right to restrict any exhibit because of noise, method of operation or any reason that is judged dangerous or objectionable, and to prohibit, or to evict, that which is considered to detract from the general character of the exhibit event. This general reservation includes persons, things, conduct, printed matter or anything deemed objectionable by



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NEC. In the event of such restriction or eviction, NEC is not liable for any refund of rental or other exhibitor expenses.

### 6. Restrictions in Use of Space:

- a. All demonstrations, interviews or other activities, such as the distribution of circulars and advertising matter of any description, must be confined to the exhibitor's own booth. 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 NESCON's Exhibit Manager.
- b. No exhibitor is permitted to show goods other than those manufactured or dealt with in the regular course of business.
- c. No firm or organization not assigned exhibit space will be permitted to solicit business in any manner in conjunction with NESCON.

**7. Sound Systems:** The use of sound systems is permissible if they are not audible in neighboring exhibit booths. NESCON's Exhibit Manager shall have and exercise absolute control over this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring exhibitors. The exhibitor is responsible for any licensing fees.

**8. Booth Rental/Size:** Booth is 6' x 10'. Rental includes standard back wall drape, 8 feet high with side rails 36 inches high; one 6' draped table, two chairs, a wastebasket and a standard booth sign showing the exhibitor's firm name, general overhead illumination and air conditioning.

**9. Display Heights:** Side wall 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 taller equipment must conform to these rules.

**10. Service Contractor:** Exhibitors shall use only the contractor officially designated by the conference venue 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 conference venue or with authorized contractors engaged by NEC. NEC assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons and parties. Specific information about the contractor will be forwarded to exhibitor after booth space has been assigned.

**11. Shipping and Receiving:** The conference venue will not accept delivery of any meeting, conference or trade show packages larger than envelope size and will refuse delivery of all packages from general delivery carriers including, but not

limited to, Federal Express and United Parcel Service. Exhibitors must use the contractor identified in ¶10 to manage in-bound receiving and out-bound shipping of packages, pallets and containers larger than envelope size and out-bound envelope size packages.

### 12. Dismantling of Exhibits/Storage of Materials:

- a. The exhibitor agrees not to dismantle the exhibit or do any packaging before the closing hour of the last exhibit time as described in the Exhibitor's Schedule (See: ¶11).
- b. All equipment, possessions and displays that are not the property of the conference venue are to be removed immediately following the event. Items cannot be stored at the conference venue, and charges will be billed for any exhibit material remaining after exhibit hours. Exhibitor may make arrangements with the conference venue's contractor (¶10) to store temporarily exhibitor's exhibit materials.
- c. If an emergency situation dictates that an exhibitor must leave prior to the close of the exhibit event, NESCON's Exhibit Manager must be notified prior to exhibitor's departure.

**13. Insurance:** Sponsor/exhibitor shall obtain and keep in force during the term of the installation, use and dismantling of the exhibit area, policies of comprehensive general liability and contractual liability insurance, insuring and specifically referring to contractual liability set forth herein, in an amount not less than US\$1,000,000 combined single limit for personal injury and property damage. **APICS South Shore, NEC and conference venue shall be included in such policies as additional named insureds, and APICS South Shore Chapter 43, Inc. shall be listed as the certificate holder.** In addition, the exhibitor acknowledges that APICS South Shore, NEC and conference venue do not maintain insurance covering 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. Evidence of such insurance must be provided by the insuring company. **A certificate of insurance (Acord 25 form) must be included as Attachment A of the Exhibitor Agreement.**

**14. Loss, Theft or Damage:** NEC shall not be liable or responsible for any loss, theft or damage to the property of sponsor/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 sponsor/exhibitor, its employees, representatives or assigns. If sponsor/exhibitor's material fails to arrive, or if for causes beyond its control, sponsor/exhibitor is prevented from using its space, sponsor/exhibitor is nevertheless responsible for its space rental. Sponsor/Exhibitor shall carry insurance to protect all exhibit materials against damage, theft or other loss.

**15. Liability:** Sponsor/exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save APICS South Shore, NEC and conference venue and their respective employees, volunteers 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 exhibitor's installation, removal, maintenance, occupancy or use of the exhibit area or a part thereof, excluding any such claim caused by the sole negligence of the conference venue or its employees and agents. Furthermore, in case said premises shall be destroyed by fire or the elements, or by any other cause or in case any other circumstances



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shall make it impossible for NEC to permit the said premises to be occupied by exhibitors for the use herein specified, 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.

**16. Indemnification:** Sponsor/exhibitor shall indemnify and hold harmless APICS South Shore, NEC and NEC volunteers 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 APICS South Shore, NEC and NEC volunteers in connection with the enforcement of this contract. Exhibitor covenants and agrees that if APICS South Shore, NEC and/or NEC volunteers are made a party to any litigation commenced by or against exhibitor or relating to this contract or the exhibit space rented hereunder, then exhibitor shall pay all costs and expenses including attorney's fees and court costs, incurred or imposed upon APICS South Shore, NEC or any NEC volunteer. This section shall survive termination of the contract.

**17. Fire Protection:** No combustible decorations shall be used at any time. All packing containers, excelsior and wrapping paper, which must be fireproof, are to be removed from the floor and must not be stored under tables or behind displays. Any cloth decoration must stand a flameproof test as prescribed by the applicable fire and safety ordinances. All flammable materials and fluids are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted. If inspection indicates that any exhibitor has neglected to comply with the foregoing requirements, or otherwise incurs a fire hazard, NEC reserves the right to cancel the entire exhibit event, or such parts of it as may be irregular, with no refund of rental or liability for exhibit expenses.

**18. Admission:** The exhibit area will be available to exhibitors and all NESCON registrants. Publicity will encourage attendance by all NESCON attendees.

**19. Badges and Conference Registration:** Exhibitors and sponsors will receive the quantity of complimentary full conference registrations, as defined in the respective Exhibitor or Sponsor Applications. Badges for exhibitors or sponsors will be labeled "Exhibitor" and must be worn at all times during NESCON.

**20. Payment for Exhibit Space/Sponsorships:**

- a. Payments must be in US funds only.
- b. Exhibit applications submitted prior to August 1<sup>st</sup> must include a 50% non-refundable deposit, and final payment must be received on or before September 1<sup>st</sup>.
- c. Exhibit applications submitted on or after August 1<sup>st</sup> must include full payment.
- d. Sponsorship applications must include full payment when submitted.
- e. NEC will refund payment of any application received after all spaces/sponsorships are filled.
- f. Failure to comply with these requirements will result in forfeiting all rights to sponsorship and or space, which may in such case be reassigned to others, with no obligations on the part of NEC.

**21. Cancellations by Exhibitor or Sponsor:** Cancellations of exhibit space or sponsorships must be received in writing by NEC. Cancellations received on or before September 1<sup>st</sup>, which have been paid in full, will receive a 50% refund. Exhibit space cancellations which are in "only deposit paid" status at the time of the cancellation will not receive a refund. Cancellations received after September 1<sup>st</sup> are not subject to refunds.

**22. Cancellation by NEC:** NEC retains the right to cancel or change the exhibition location, dates, and/or rules upon notice to exhibitor or sponsor with no liability to NEC, other than a refund to exhibitor or sponsor of any fees paid, for any reason beyond NEC's control, including, but not limited to, civil unrest, labor disputes, acts of government, or acts of God.

**23. 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.

**24. Space Assignment:** Space assignments will be solely at the discretion of NEC, and NEC reserves the right to rearrange the floor plan and/or relocate the exhibitor after exhibitor has been informed of its booth location. Note: a preliminary floor plan will be provided to all exhibitors before the conference.

**25. Event Promotion:** The exhibitor authorizes NEC, its employees or agents to use exhibitor's name to promote the event and to solicit other exhibitors for this and future events.

**26. Photo Release:** From time to time, NEC uses photographs of participants and/or exhibitors in our promotional material. By virtue of your attendance and participation in NESCON and the exhibit, you agree to the usage of your likeness in such materials.

**27. 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.

**28. Compliance with Laws:**



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- a. 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 the conference venue. Exhibitor is required to comply with all provisions of the American with Disabilities Act (ADA), including, without limitations, arranging Exhibitor's exhibit to be accessible to all persons covered by the ADA.
- b. Exhibitor assumes all responsibility for the use of 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.
- c. Exhibitor is solely responsible for securing all appropriate rights to use such materials and for the payment of all royalties, license fees or other amounts associated with the use of such materials

**29. 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 agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained herein.

**30. Entire Agreement:**

- a. This contract embodies the entire agreement and understanding of the parties hereto in respect of the subject matter herein.
- b. 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 and or sponsorship, 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 or sponsorship 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.



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## Application / Agreement Submittal Instructions

1. Complete the appropriate application form (“exhibitor”, “sponsor”, “literature sponsor” or “platinum/premier”) and sign this agreement. Note that NEC and APICS South Shore prefer “wet signatures” but appropriate digital signatures are also acceptable.
2. Send the completed application form and agreement, including your certificate of insurance (PDF format) to [exhibitor@newenglandsupplychainconference.org](mailto:exhibitor@newenglandsupplychainconference.org) or your direct NESCON contact. Do **NOT** send payment or credit card information with the application form and agreement.
3. Payment follow-up will be conducted by a representative of APICS South Shore, NESCON’s Contract Administrator. Please complete the section below with company contact person, email and phone number. Note that NESCON accepts company checks, Visa, MasterCard, and American Express for payments.

<b>Payment Contact Information:</b>	<b>Insurance Certificate Holder Information:</b>
Contact: _____	APICS South Shore Chapter 43, Inc.
Email: _____	C/O C. Mihok, Registrar
Phone: _____	28 Sunset Hill Drive
	Branford, CT 06405
	203-488-2456

By submitting a signed copy of this Exhibitor/Sponsorship Agreement and applicable application form (“Exhibitor”, “Sponsor”, “Literature Sponsor” or “Platinum/Premier”), Applicant agrees to comply with all instructions, rules and regulation of NEC as stated in this agreement.

**Exhibitor / Sponsor  
(to be signed by an authorized representative only)**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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**APPENDIX A**

**Certificate of Insurance**