



New England Supply Chain  
Conference and Exposition

## EXHIBITOR / SPONSOR AGREEMENT 2020

### Exhibitor/Sponsorship Rules and Regulations

#### Definitions:

- Conference Venue:** Virtual conference and exhibitor breakout sessions administered by GDI Consulting & Training Company.
- Contract:** The New England Supply Chain Conference (NESCON) and Exhibition Exhibitor / Sponsor Agreement, the Exhibitor/Sponsor Application, and any provisions incorporated herein
- Exhibition (virtual):** All exhibitor activities at NESCON
- Exhibitor:** Any person or organization exhibiting at NESCON through the virtual exhibit hall and/or exhibitor breakout sessions, 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 via the conference venue on October 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>, 2020
- 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. which produces the New England Supply Chain Conference and Exhibition (NESCON)
- Sponsor:** Any person or organization sponsoring NESCON, its representatives, agents, employees and contractors

- 1. Hours:** The virtual exhibition hours are from time of payment through October 7, 2020. If Sponsor purchases a gold package, they also get a half-hour break-out session on either Monday, October 5<sup>th</sup> or Tuesday, October 6<sup>th</sup>. NEC reserves the right to make changes; such changes will be made known to sponsors/exhibitors as far in advance as possible.
- 2. Exhibit Hall Purpose:** The Exhibitor acknowledges that the purpose of the virtual exhibit space is the promotion of and education about Exhibitor's goods and services to all conference attendees.
- 3. Permissible Events:**
  - a. Silver and Gold Sponsors' videos – should be professionally done and can, as examples, be a virtual tour of a facility or a product introduction or provide other information about Sponsor's goods or services.
  - b. Gold sponsors may hold individual 'giveaways' or raffles during their break-out session; any prize offered must not exceed \$500 in value, and sponsor is responsible for notifying and delivering the prize to the winner.
- 4. Restrictions:**
  - a. NEC reserves, in its sole discretion, the right to accept or reject any organization or product for inclusion in the virtual exhibition. NEC is not required to provide any rationale for the acceptance or rejection of any exhibit.
  - b. NEC reserves the right to restrict any break-out session because of method of operation or any reason that is judged objectionable, and to prohibit, or to terminate that which is considered to detract from the general character of the exhibit event. This general reservation includes persons, things, conduct, or anything deemed objectionable by NEC. In the event of such restriction or termination, NEC is not liable for any refund of rental or other exhibitor expenses.
  - c. No exhibitor is permitted to show goods other than those manufactured or dealt with in the regular course of its business.
  - d. No firm or organization not assigned exhibit space will be permitted to solicit business in any manner in conjunction with NESCON.
  - e. Firm or organization may only use attendee data provided by NESCON or attendees directly.
- 5. Insurance:** Sponsor/exhibitor shall obtain and keep in force during the term of the contract policies of comprehensive general liability including personal injury with advertising injury 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. In addition, Sponsor will obtain and keep in force during the term of



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the contract excess liability insurance in an amount of not less than US\$1,000,000. **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.** 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.**

- 6. 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.
- 7. Liability:** Sponsor/exhibitor assumes entire responsibility and hereby agrees to indemnify APICS South Shore, NEC and conference venue administrator and their respective employees, volunteers and agents 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 occupancy or use of the virtual exhibit area or a part thereof, excluding any such claim caused by the sole negligence of the conference venue administrator or its employees and agents. Furthermore, in case said venue is destroyed by fire or the elements, or by any other cause or in case any other circumstances shall make it impossible for NEC to permit the said venue to be used 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 this contract shall terminate and exhibitor shall hereby waive any claim for damages or compensation, except the pro rata return paid for any virtual space rental, less expenses incurred by NEC.
- 8. 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 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.
- 9. Admission:** The virtual exhibit area will be available to exhibitors, sponsors, and all NESCON registrants. Publicity will encourage attendance at the Monday and Tuesday breakout sessions by all NESCON attendees; however, no attendance is guaranteed.
- 10. Payment for Exhibit Space/Sponsorships:**
  - a. Payments must be in US funds only.
  - b. Exhibit / Sponsorship applications must be submitted prior to September 4, 2020 and must include full payment when submitted.
  - c. NEC will refund payment of any gold sponsorship application received after all gold sponsorships are filled.
  - d. 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.
- 11. Cancellations by Exhibitor or Sponsor:** Cancellations must be received in writing by NEC. Cancellations received on or before September 4<sup>th</sup>, will receive a 50% refund. Cancellations received after September 4<sup>th</sup> are not subject to refunds.
- 12. Cancellation or Changes by NEC:** NEC retains the right to cancel or change the exhibition format, web access, online requirements, methods of delivery, 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.
- 13. Assignment for Exhibit Space:** The agreement for virtual exhibit space and the payment of the required fees constitute a contract for the right to use the space as assigned by NEC, subject to the rules and regulations promulgated by NEC.
- 14. Gold Exhibitor Breakout Room Assignment:** Space assignments for Gold Sponsors will be solely at the discretion of NEC, and NEC reserves the right to change the assigned day/date/time after exhibitor has been informed of its assignment.
- 15. 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.
- 16. Compliance with Laws:**
  - a. Exhibitor assumes full responsibility for compliance with all federal, state and local laws, ordinances, regulations and codes together with the rules and regulations of NEC and of the conference venue administrator.
  - 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



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- 17. 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.
- 18. 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 a virtual event exhibit/sponsorship.

Form Continues on Next Page



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## Application / Agreement Submittal Instructions

1. Complete the exhibitor/sponsor application form 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 NESCON’s Registrar, a representative of APICS South Shore. Please complete the section below with company contact person, email and phone number. Note that NEC 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 Sponsor Application, 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**