

INTERNATIONAL CONGRESS OF NANOBIO TECHNOLOGY & NANOMEDICINE 2009

June 22-24, 2009, San Francisco

EXHIBITOR TERMS AND CONDITIONS

The following terms and conditions, together with the documents referenced herein and the Exhibitor Space Application and Contract form the contract on one hand, between _____ (the Exhibitor) and the International Association of Nanotechnology, Inc. and its affiliates (collectively known as "IANT"). IANT reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the exhibition and/or any person(s) affiliated therewith. IANT's decisions and interpretations shall be final in all cases.

1. **CONTRACT FOR PAYMENT AND SPACE.** All applications must be accompanied by payment in full for each booth, payable to International Association of Nanotechnology, Inc.
2. **CONFIRMATION OF APPLICATION ACCEPTANCE.** The International Association of Nanotechnology, Inc. is a not-for-profit organization whose mission is to promote scientific research and business development and collaboration in the emerging field of Nanotechnology. The conference is one of the primary means by which IANT seeks to fulfill its mission. In organizing the conference, IANT seeks a variety of exhibitors so that conference attendees will have an opportunity to see and investigate a broad range of products and services relating to Nanoscience and Nanotechnology. With this in mind, IANT is not always able to confirm exhibit space immediately and may in its sole discretion accept or reject any application due to: the number of other applications from exhibitors who seek to promote similar products or services; to provide space to other exhibitors whose products or services are more in accord with IANT's mission or; to give priority to exhibitors who support IANT in other ways. Exhibitor understands that the confirmation process is not, therefore, determined on a first come, first serve basis. IANT or its designee will deposit all reservation payments upon receipt. In so doing, this shall not in anyway constitute IANT's acceptance of any application. Rather, acceptance of an exhibitor application shall only be by written acceptance letter issued by IANT or its designee.
3. **SPACE LOCATION.** IANT reserves the right in its sole discretion to determine the location of exhibit space. IANT also reserves the right, at any time prior to the start of the conference, to change an exhibitor's location even if a prior location was confirmed. IANT shall not be liable for any such change.
4. **REFUND OF BOOTH DEPOSIT IF APPLICATION NOT ACCEPTED.** If IANT does not accept an exhibitor application, it shall issue a refund check to said exhibitor by the beginning of the conference. No interest or other sums will be due. IANT's sole liability to any exhibitor whose application is not accepted is to refund to that exhibitor the fee submitted by that exhibitor with his/her/its application.
5. **CANCELLATION POLICY.** Exhibitor shall forfeit all application deposits if Exhibitor decides to cancel its exhibition..
6. **ATTENDANCE.** IANT shall not be liable for any verbal agreement or condition made by the representatives of IANT and its affiliates. Any language verbal or written relating to the number of participants is merely an estimate of anticipated attendance and does not in any way intend to guarantee the number of attendees to the conference.
7. **RESTRICTIONS AND LIMITATIONS ON USE OF SPACE.** Exhibitor agrees to abide by the rules and regulations of IANT, and any other applicable rules, regulations, codes or standards. Exhibitor must keep space open and properly staffed at all times during exhibition hours. The assigned booth space may not be used for purposes other than distribution of information about, and/or sale of, products and/or services to be rendered by the exhibitor. No exhibitor may distribute information pertaining to products and services of another. Exhibits, signs, displays, and exhibition activity by exhibition personnel or their affiliates are also prohibited in any public space or elsewhere on the premises of the meeting facilities, or in the guest rooms or hallways of the hotel; these activities include, but are not limited to, distribution of flyers, leaflets, coupons, brochures, or other printed materials. IANT has the right at any time and from time to time to formulate and publish any other rules, regulations, guidelines or other pronouncement relating to any conference which shall be made available to the Exhibitor upon request.
8. **EXHIBITORS.** Exhibitors will receive Exhibitor Badges for up to 2 people to work the exhibit booth. Should exhibitors require additional passes, they must be purchased from IANT at rates established by IANT. Passes are not transferable.
9. **SERVICE CONTRACTORS.** The Official Service Contractor may furnish all participating exhibitors with a Service Manual that will contain exhibit instructions and order forms for all booth accessories and services required. Orders not processed in advance for furniture, carpeting, labor, and other requirements must be procured at the Official Exhibit Contractor's Service Desk and are subject to on-site rates. Exhibitors requiring the services of independent contractors must have prior approval of IANT, and no exceptions will be made that will interfere with the orderly function or security of the exposition, or with obligations or commitments of IANT. Exhibitors using ground or air freight carriers are requested to ship directly to the designated IANT freight contractor in ample time prior to the exhibition to allow effective and timely handling of materials.
10. **ORDER-TAKING AND DISTRIBUTION OF MATERIALS.** Exhibitors will be allowed to accept credit card, check, cash, or purchase order payment for their product and may distribute said products on-site. Exceptions must be approved in writing by IANT and the show facility. Long-term storage of exhibitor goods at the show facility is prohibited. Exhibitors will be responsible for all state and/or local taxes required by law. Raffles or lotteries may be conducted within the confines of the exhibit booth, or through use of the central P.A. system to announce winners or make remarks with prior IANT approval.
11. **FLOORPLANS.** All dimensions and locations cited in literature and/or shown on floor plans are believed, but not warranted, to be accurate. IANT reserves the right to make such modifications as may be necessary to meet the needs of the conference, the exhibitors, and exhibit program. Exhibits shall be so arranged as to not obstruct the general view nor hide the exhibits of others. Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at the exhibitor's expense. IANT reserves the right to have such finishing done and the exhibitor will be billed for all charges incurred. The exhibitor expressly agrees to do all installation and dismantling of exhibits

during the time specified. No exhibit may be dismantled before the official closing time. It is the responsibility of the exhibitor to arrange for materials to be delivered to the exhibit hall by the specified deadlines. Should the exhibitor fail to remove the exhibit, removal will be arranged by IANT at the expense of the exhibitor. The exhibitor must surrender rental space in the same condition as it was in at commencement of occupation. The exhibitor or his/her agents shall not injure or deface the walls, columns, or floors of the exhibit facilities, the booths, or the equipment or furniture of the booths. When such damage appears, the exhibitor shall be liable to the owners of the property so damaged.

12. FIRE, SAFETY, AND HEALTH REGULATIONS. The exhibitor agrees to comply with local, city and state laws, ordinances, and regulations and the regulations of the owner covering fire, safety, health, and all other matters.

13. ACCEPTABILITY OF EXHIBITS. All exhibits shall be to serve the interests of the members of IANT and shall be operated in a way that will not detract from other exhibits, the exhibition, or the conference as a whole. IANT (including without limitation the Scientific Board of the conference) reserves the right to require the immediate withdrawal of any exhibit or person(s) believed to be injurious to the purpose and well-being of IANT. In the event of such restriction or eviction, IANT is not liable for any refund or rental fees or any other expense or damage incurred by the exhibitor.

14. PROMOTION. To attract attendees and increase floor traffic during the conference and exhibition, exhibitors agree to distribute and promote the conference by mentioning the International Congress of Nanotechnology, the date, content and location of the conference in print and media advertisements procured or distributed by the exhibitor after such time as this contract is entered into. Such mention will also be included in all promotional materials and large volume mailings to existing and potential customers.

15. SERVICES. It is mutually understood and agreed that the IANT will provide each exhibitor with the following services free of additional charge: an identification sign, aisle carpeting, program listing, general hall cleaning. In addition to all other payments provided for this contract, exhibitor agrees to pay for the following services at rates approved by the IANT: handling of incoming and outgoing freight; labor and material to assist exhibit erection, dismantling, and maintenance of the exhibit; electrical service, including outlets; cleaning service; telephone service; furniture/accessories. IANT may but shall not be required, however, to supply these services.

17. NON-LIABILITY. It is understood and agreed by each and every exhibitor, its agents, and guests that neither the IANT, its employees, or its contractors or the hotel owner, its employees shall be liable for loss or damage to the goods or property of exhibitor, its agents and guests. At all times such goods and properties remain in the sole custody and possession of the exhibitor. On signing the Application-Contract, exhibitor releases IANT, its respective directors, officers, employees, members, sponsors, and agents, and saves them harmless from any claim for breach of contract, property damage or personal injury sustained by exhibitor and its agents, employees or guests. This release and indemnity shall extend to and expressly include all claims, injury or damage resulting from the sole negligence of one or more of the aforementioned indemnities. If the above release and indemnity is determined by any court to be unenforceable, IANT shall not be liable for any special or consequential damages. Rather, IANT's sole liability shall be to refund amounts paid by exhibitor to IANT for the booth space rental.

18. INSURANCE. The exhibitor agrees to obtain and maintain, throughout the duration of the conference including setup and teardown, comprehensive general liability insurance coverage naming IANT as an additional insured bearing limits of liability for property damage and bodily injury of at least \$500,000.00 per occurrence. Exhibitor must provide IANT with a certificate evidencing such insurance prior to set-up upon request.

19. NONENDORSEMENT. Exhibitor will not represent orally or in writing that exhibitor's products are in any way approved or endorsed by IANT or its affiliates.

20. ENTIRE AGREEMENT. This Agreement together with the documents referenced herein and the Exhibitor Space Application and Contract represents the sole agreement between the parties relating to this subject matter and may only be amended in writing by an agreement signed by IANT or their respective designees.

21. NON-ASSIGNMENT. No exhibitor shall, without the written prior consent of IANT assign, sublet, or apportion the space assigned to it to any other exhibitor, entities or person(s).

22. REMEDIES; INTERPRETATION. In addition to any remedies which may be available at law or in equity, IANT reserves the right to terminate the Contract and request the Exhibitor to leave the exhibit hall and conference in the event that IANT or their duly appointed designee determines that Exhibitor has breached the terms of this Agreement or if in the discretion of IANT, Exhibitor or any of its agents or designees has acted in a manner not befitting the professionalism of the conference. The decision of IANT or its designee to enforce its rights under this Agreement shall be in the discretion of IANT only, as consistently applied to all exhibitors in the applicable conference.

23. SEVERABILITY. In the event that any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall continue to apply to the maximum extent allowed by law.

Read and agreed

Date: _____

Date: _____

Exhibitor:

International Association of Nanotechnology

By:

Name:

Title:
