



58<sup>th</sup> ENC, March 26 - 31, 2017

# ENC SPACE AGREEMENT – TERMS & CONDITIONS

Deadline: February 28, 2017

## Definitions

"Agreement" shall mean the Vendor Order Form together with the Space Agreement – Terms & Conditions both of which together shall form a single integrated contract. "Authority" shall mean the owner and operator of the Asilomar Conference Grounds, located in the town of Pacific Grove, California, USA. "Center" shall mean those portions of the Asilomar Conference Grounds licensed to the Experimental Nuclear Magnetic Resonance Conference. "Conference" shall mean ENC and 58<sup>th</sup> ENC show management. "Conference Week" shall mean March 26, 2017 through and including March 31, 2017. "Event" shall mean the 58<sup>th</sup> Experimental Nuclear Magnetic Resonance Conference, March 26 – March 31, 2017. "Vendor" shall mean the entity, its parent corporation or any subsidiaries on whose behalf the Agreement was executed. "Space" shall mean the hospitality suite assigned to the Vendor by the Conference.

## Cancellation of Hospitality Suite or Exhibit Booth

- On or before February 1, 2017, company will be subject to a fee equal to 50% of total paid.
- After February 1, 2017, no refunds.

## Use of Space

During the Event, Vendor shall use the Space only for the exhibit or display of equipment and/or materials manufactured, licensed, distributed and/or sold by Vendor. In no event shall Vendor conduct exhibitions, seminars, or distribute literature either outside the Center or in any non-rented space within the Center at any time during Conference Week. No Vendor-sponsored functions shall be held outside of the leased exposition space during the Event without the written permission of the Conference. Solicitation or advertisement of any type in the Center (outside of the vendor's rented space) by either Vendor or Vendor's contractor(s) is strictly prohibited. If the Vendor violates this Agreement, the Conference may, at its option, remove from the Center Vendor's exhibit, including all equipment and/or materials belonging to Vendor. Vendor shall pay the reasonable costs of removal without liability on the part of the Conference for any damage, loss or expense of any sort whatsoever. Vendors shall be responsible for properly maintaining their space. The Conference reserves the right to limit or restrict operations, which for any reason might be considered objectionable, without any liability for refund or damage.

## Prohibited Vendor Conduct

The following practices are not permitted: 1) Use of noisy electrical or mechanical equipment; 2) Wearing of unofficial badges, company name plates, etc. except in addition to official Event badge; 3) Entry into another Vendor's booth without permission of that Vendor; 4) Photographing or examining another Vendor's booth without permission from that Vendor; 5) Demonstrations which create an interference with neighboring exhibits or with the normal traffic flow; 6) Demonstrations or activities which create a fire, safety or health hazard; 7) Any action, practice or activity which violates these terms and conditions. The Conference reserves the right to force re-arrangement or removal of any exhibit which, in the Conference's opinion, does not comply with this requirement or to remove any personnel or exhibit for conduct which violates this requirement. Unethical conduct or infraction of rules by the Vendor will subject the Vendor to removal from the Center. This determination shall be at the sole discretion of the Conference. In this event it is agreed that no refund shall be made and further that no demand for redress will be made by the Vendor.

## Installation and Removal of Vendor Displays

Vendor displays must be fully installed by 3:00 pm, Sunday, March 26, 2017. If you wish to move in late or early, please contact Asilomar and Tricord to make arrangements. All exhibits must remain intact until 4:00 pm on Thursday, March 30, 2017 and may not be dismantled or removed until that hour. If you wish to move out late or early, please contact Asilomar and Tricord to make arrangements.

## Badges and Booth Staff

All representatives of Vendor must prominently wear the official Event badge at all times while in the Center and comply with all other badging and security requirements mandated by the Conference. During the Opening Reception and the Poster Sessions, the Vendor's suite must, at all times, be staffed by a representative or employee of Vendor. Vendor may only badge their own employees, representatives of the company and/or distributors. Vendors will be held responsible for the behavior of anyone who registers as one of these categories. Each suite receives two complimentary registrations. Any additional registrations may be purchased by paying the regular conference fee.

## Security

The Conference does not warrant or guarantee the presence of guards at any particular time or place in the Center. The Conference shall have no duty or obligation to safeguard or insure Vendor's property or personnel. By its execution of the Agreement, Vendor understands and agrees that Vendor is solely responsible for protecting and securing its property and personnel.

## Space Assignment

The Conference reserves the right to assign the Space and to regulate the use of the Space or the design and appearance of any booth or hospitality room. This assignment designation and regulation shall be at the sole discretion of the Conference. The Conference reserves the right to relocate booths if absolutely necessary. The Conference cannot guarantee that a company will not be placed near a competitor. In the event of a conflict regarding space, the Conference reserves the right to assign space, rearrange the floor plan, relocate any space or cancel the Event at any time prior to the exhibit opening.

## Insurance

Vendors shall provide the Conference with a certificate of insurance evidencing that during the Conference Week (March 26 – March 31, 2017) Vendor will have in full force and effect a comprehensive general liability insurance policy also containing contractual liability insurance and covering claims of personal injury, death and property damage arising out of Vendor's operations, assumed liability or use of the Space and Center with a combined single limit of at least \$1,000,000.00. Vendor's insurance must provide that it is primary coverage for all risks. The certificate of insurance shall name as additional insureds ENC, Inc., its Executive Committee, Scientific Association Management and the Asilomar Conference Center, their respective directors, officers and employees as additional insureds for the duration of the conference.

## Safety, Fire and Health

Vendor shall not use or permit flammable materials such as bunting, tissue paper, crepe paper, or other flammable items for decorations. All other materials used for decorative purposes must be treated with flame-proofing and approved by the Authority's Fire Department. In addition, vendor shall not put up or operate any engine or motor or use oils, burning fluids, camphene, kerosene, naphtha, gasoline, or any other flammable chemical, for mechanical or any other purposes, or any agent other than electricity for illuminating any part of the Center. Subject to the foregoing, Vendor shall restrict the use of Hazardous Materials to those kinds of materials in small quantities that would be normally expected in conducting the activities. Such Hazardous Materials shall only be used in a safe and prudent manner and Vendor shall take all necessary precautions to prevent releases of Hazardous Materials. Under no circumstances shall Vendor store, dispose or permit storage or disposal of any Hazardous Materials at the Center.

## Condition of Center

Vendor understands and agrees that the Conference has only license to use the Center. The Conference is not in any way responsible for the condition or maintenance of the Center. Vendor understands and agrees that all of the Vendor's personal property of every kind or description which may at any time be in the Center shall be at the Vendor's sole risk, or the risk of those claiming under Vendor. The Conference and the Authority shall not be liable for any damage to Vendor's property or loss suffered by any cause whatsoever including but not limited to water from any source whatsoever or from the bursting, overflowing or leaking of sewers or steam pipes or from heating or plumbing fixtures or from electrical wires or from gas or odors caused in any other manner whatsoever. The Vendor shall be responsible for any and all reasonable costs to be paid to the Conference or Authority to restore any damage to the Center caused by the Vendor's personnel and employees. The Vendor is also responsible for any damages or expense if because of the act or neglect of Vendor's agents or employees, Vendor fails to vacate the Center by 6:00 pm on Friday, March 31, 2017.

## Amendments

The Conference reserves the right to interpret, amend and enforce these terms and conditions. Written notice of any amendments shall be given to each Vendor. Each Vendor, for himself/herself, his/her agents and employees agree to abide by all terms and conditions set forth herein, or by any subsequent amendments or interpretations.

## Enforcement

Any vendor not abiding by the terms and conditions set forth herein may forfeit the right to participate in future exhibitions, may be asked to leave the Event, and may be subject to additional penalties.

**Please sign and date below to acknowledge your understanding and agreement to abide by the policies listed on this page.**

Company: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Print Clearly)*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please return this form by FAX or email to ENC by Feb 28, 2017: (505) 989-1073 enc@enc-conference.org**

**Thank you.**