



# 2010 AAPS NATIONAL BIOTECHNOLOGY CONFERENCE EXHIBIT SPACE RESERVATION CONTRACT

Hilton San Francisco Union Square ♦ San Francisco, CA ♦ May 16-19, 2010  
(LEGALLY BINDING TERMS AND CONDITIONS ON THE REVERSE)

**Company Name:** \_\_\_\_\_

**Main Company Information** (for Final Program Guide and Official Listings)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Main Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

Company E-mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

**Exhibit Contact Information** (for Exhibitor Correspondence)  Check here if address is the same as above.

Exhibitor Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Contact's Phone: \_\_\_\_\_ Contact's Fax: \_\_\_\_\_

Contact's Email: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## 2010 Booth Order Request

- 1. Tabletop space includes:** \* Two Complimentary full conference badges with admission to all meeting sessions.  
 \* 2' X 6' Draped Tabletop. (No 8'x10' or 10'x10' portable booth displays Will be allowed to be set on the exhibit floor or set on top of tables).  
 \* Two Chairs.  
 \* Complimentary Mailing List

Initial 50% deposit due: <b>Sept. 18, 2009</b>
Final Balance due: <b>March 12, 2010</b>

**2. Cost:**  
  
\$2,000.00 = \$ \_\_\_\_\_ total cost

**3. Payment Method: (Checks payable, in US funds only, to AAPS/2010NBC)**

- Check     Visa     MasterCard     American Express     Discover

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

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

Total Enclosed:
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**4. Submit Contract:**

Via fax to: 703-243-5582; or  
 Via mail to: AAPS/2010NBC  
 Attn: Heather Horan, Associate Expositions Manager  
 2107 Wilson Blvd., #700,  
 Arlington, VA 22201

FOR AAPS OFFICIAL USE ONLY, DO NOT WRITE BELOW THIS LINE:

Date Contract Received: _____	Amount Paid: _____
Check Number: _____	Table Top Number: _____

# TERMS AND CONDITIONS

**1. ELIGIBILITY TO EXHIBIT:** The American Association of Pharmaceutical Scientists' (AAPS) National Biotechnology Exposition is an integral part of the scientific program at the conference. Companies whose products and services directly relate to the biotechnology and pharmaceutical sciences and/or industry, and whose exhibit will contribute to the education of registrants, may apply for booth space. AAPS reserves the right, in its sole discretion, to accept or reject, at any time, any application and determine eligibility to exhibit.

**2. CONTRACT:** This application, when accompanied by the required payment and accepted by AAPS, constitutes a binding contract between Exhibitor and the American Association of Pharmaceutical Scientists ("AAPS"). Acceptance of application is deemed to occur only upon booth number assignment with confirmation to Exhibitor.

**3. PAYMENT:** A 50% deposit is due on September 18, 2009 for all Priority Period Space Application and Contracts submitted. After September 18, 2009 a 50% Deposit is due upon receipt of this Space Application and Contract. Full Balance will be due on March 12, 2010. After March 12, 2010, a full payment is due upon receipt of this Space Application and Contract. Any contract received without initial payment may be declined by show management.

**4. EXHIBITOR CANCELLATION:** Exhibitor may not cancel this contract without written notification to and written permission of AAPS. In the event of cancellation, Exhibitor shall pay to AAPS an amount, as liquidated damages, equal to 50% of the total rental fee attributable to the exhibit space cancelled or reduced. Any balance remaining from the total rental fee attributable to the exhibit space cancelled or reduced that has been paid by Exhibitor less liquidated damages will be refunded to Exhibitor by AAPS. After April 2, 2010, no cancellation or reduction of assigned exhibit space will be permitted and Exhibitor shall remain liable for the total rental fee stated in this contract.

**5. ASSIGNMENT OF SPACE:** AAPS shall have sole discretion in the assignment or reassignment of exhibit space. Exhibitor may not reassign or sublet assigned exhibit space, in whole or in part, without written permission of AAPS.

**6. USE OF SPACE:** All exhibits must remain within the confines of their own spaces. The aisles, passageways and overspace remain strictly under the control of AAPS and the Exposition facility and no signs, decorations, banners, and/or advertising matter of special exhibits will be permitted in them. Show Management will provide one (1) 2'x6' draped table and two (2) chairs with each table top exhibit. Exhibitor's use of exhibit space, including the design and appearance of any table top, shall comply with all rules and regulations established by AAPS for the Exposition as set forth in the Exhibitor Prospectus, Exhibitor Service Manual, or other written notices provided by AAPS, all of which are incorporated herein by reference. No 8'x10' or 10'x10' portable booth displays will be allowed to be set on the exhibit floor or set on top of tables. Exhibitor's use of exhibit space also shall comply with all statutes, ordinances, and/or government agency rules and regulations applicable to use of the Hilton San Francisco Union Square, San Francisco, California ("the Exposition facility"). AAPS may terminate Exhibitor's use of exhibit space and eject Exhibitor or reassign Exhibitor's space if, in its sole discretion, Exhibitor is in violation of any term or condition of this contract or otherwise at any time allows or participates in conduct inconsistent with the appropriate purposes or decorum of the Exposition, as determined in the sole discretion of AAPS.

**7. RESTRICTIONS:** No Exhibitor will be permitted to display photographs or play, broadcast or have performed any music or use any other copyrighted materials without first presenting proof satisfactory to AAPS that the Exhibitor has obtained all necessary licenses and permits, or does not need a license to use such music, photographs, or copyrighted material. Exhibitors will indemnify and hold harmless AAPS and the Exposition facility from any claim, loss or damage arising under this Section, as provided in Section 11.

**8. CONTRACTORS:** AAPS will designate one or more official contractors to provide services to Exhibitor in connection with the Exposition. Independent contractors may be used only if the Show Manager has granted an exception. Exceptions will be considered only upon the following conditions (1) a written request from the Exhibitor must be received by the Show Manager on or before May 1, 2010; (2) such request must identify the Exhibitor, the contractor, and a description of the work to be done; (3) certificate of insurance for the contractor in amounts and under such terms deemed satisfactory to the Show Manager must be submitted by May 1, 2010; (4) the services of the independent contractor will not interfere with or prejudice the orderly setting up, interim services, or dismantling of the Exposition; or (5) the services will not be inconsistent with the terms of the agreement with the lessor of the Exposition space. Contractors which have not received an exception or which have received a preliminary exception but have not supplied certificates of insurance by the specified time will be prohibited from the Exposition space.

**9. LIMITATION OF LIABILITY:** (a) AAPS shall not be liable for any loss, claim, or damage to Exhibitor arising in any way from the Exposition, including but not limited to indirect, special or consequential damages and, having only a license to use the Exposition facility, shall not be liable to Exhibitor, or any person claiming rights under this contract, for the condition or maintenance of the Exposition facility or for any damage to or loss of Exhibitor's property, or for personal injury to any of Exhibitor's personnel, arising from or attributable to (1) the condition or maintenance of the Exposition facility; (2) the failure of any equipment or systems within and under the control of the Exposition facility; or (3) negligence on the part of any person involved in the maintenance and/or operation of the Exposition facility.

(b) AAPS shall not be liable to Exhibitor, or any person claiming rights under this contract, for cancellation or termination of the Exposition if, in its sole discretion or in the sole discretion of the Exposition facility, the Exposition facility is, or becomes unfit for conducting the Exposition or, the Exposition cannot or should not be held, or the Exposition would be materially interfered with due to any "act of God" including, but not limited to, weather, fire, war, riot, strike, picketing, or any other cause or circumstance beyond the control of AAPS. In the event of such cancellation or termination, AAPS shall refund to Exhibitor a pro rata amount of the total rental fee paid by Exhibitor (less all costs incurred by AAPS arising from or attributable to Exhibitor's use of exhibit space, plus a reasonable reserve for claims) based on Exhibitor's actual use of exhibit space.

**10. INSURANCE:** Insurance on all exhibits is the responsibility of the Exhibitor. AAPS will not assume any responsibility for property loss damage or personal injury or other claims related to Exhibitor's space. Exhibitors are advised and encouraged to carry insurance to cover their property against damage and loss and public liability insurance for claims of injury to the person and property of others.

**11. INDEMNIFICATION:** Exhibitor shall indemnify and hold harmless AAPS and the Exposition facility, as well as their respective officers, employees, and/or agents against all claims, losses, and/or damages (including specifically, all costs of defense and any fines or charges imposed by any court or government agency) arising from or attributable to Exhibitor's use of exhibit space and/or any negligent or willful act or omission or breach of this agreement, including but not limited to Exhibitor's use of unofficial contractors in connection with its use of exhibit space.

**12. USE OF AAPS NAME:** The use or display in any manner or medium of the AAPS National Biotechnology Conference or the American Association of Pharmaceutical Scientists ("AAPS") name, logo, acronym, marks or copyrighted materials is not permitted, and no reference, implication or use of such AAPS name, logo, acronym, marks or copyrighted materials may be made to claim or imply AAPS endorsement, affiliation or approval of any product, service or program without the express, prior written consent of AAPS.