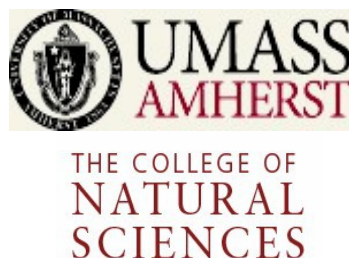


2013 North American Biochar Symposium • Sponsor / Exhibitor Agreement



Date: _____, 201__

Sponsorship: Track Sponsor – check which:

Benefits of Biochar Feedstocks/Tech
Scale/Sales/Mktg Policy/Community Engagement

Cost: \$5,000

Company: _____

Contact: Name _____

Address _____

City, State, Zip _____

Benefits:

- Spotlight feature in each track email announcement
- Invitation to give spotlight announcement during track introduction
- Recognition at each track presentation
- Program ¼ page ad and contact listing on sponsor page
- At least one descriptive pre-event email blast to entire marketing list
- Four complimentary registrations
- Four parking passes for each day of the conference
- Invitation to collaborate with UMass students studying biochar
- Invitation to participate in article featured in the Daily Collegian and Daily Hampshire Gazette
- Invitation to place materials on registration table
- Exhibit space – table, skirt and two chairs
- Listing in program with logo and contact details as Track Sponsor
- Website listing with hotlink as Track Sponsor – including but not limited to: <http://pybiochar.org/2013-symposium/>
- Participation in gift bag offering
- Access to sponsor networking lounge
- Invitation to host table topic(s) during lunch
- Invitation to submit/present a 5 minute, 20-slide Ignite talk (submissions to be voted on by committee)

Name, Company

Judith Gillan, Founding Director
& Board Clerk, NESFI

Make checks payable to **Pioneer Valley Biochar Initiative** and mail to:
NESFI, 275 Jackson St. P.O. Box 937 • Belchertown, MA 01007-0937

The Exhibitor hereby submits this contract for exhibit space or sponsorship at 2013 North American Biochar Symposium, and hereby acknowledges and agrees to the terms and conditions set forth herein and to the Exhibit / Sponsor Rules & Regulations, as the same may exist today or as they may hereafter be updated or amended, all of which are incorporated herein by this reference. The Exhibitor/Sponsor further agrees that, upon acceptance of this Application by New England Small Farm Institute, this acknowledgement shall become a legally binding contract. This contract will serve as your invoice.

2013 North American Biochar Symposium

Exhibit / Sponsor Rules and Regulations

- 1. APPLICATIONS AND ELIGIBILITY** - Applications for booth space must be made to the North American Biochar Symposium Planning Committee of the Pioneer Valley Biochar Initiative, a project of the New England Small Farm Institute (henceforth referred to as PVBI), contain the information requested and be executed by an individual who has authority to act for the applicant (sponsor). Any such sponsor/producer or supplier of equipment and other products or services whose proposed exhibit will enhance the business of biochar and the purposes of PVBI's North American Biochar Symposium, and facilitate those purposes, may apply for booth space. PVBI reserves the absolute right to reject any application. PVBI may at any time, for any reason and without any prior notice, refund the money paid by Sponsor for exhibit space pursuant to these regulations and cancel same. PVBI has complete discretion in the interpretation and enforcement of all rules and regulations governing sponsors. All matters and questions not covered by this document shall be subject to the final judgment and decision of PVBI.
- 2. AGREEMENT TO CONDITIONS** - Each sponsor, for himself and his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit spaces rests with PVBI.
- 3. ASSIGNMENT OF SPACE** - Classification of exhibits and assignment of booth space will be determined by PVBI. PVBI will assign space based on several factors including: receipt of a sponsor contract accompanied by payment in full, type and size of technology to be presented, individual vendor location preferences, and on a first-come, first-served space available basis. Space will not be assigned without receipt of an executed sponsor contract and payment.
- 4. BOOTHS** - If a sponsor plans to install a completely constructed display of such a character that the sponsor will not require or desire the use of standard booth equipment, no part thereof shall project so as to obstruct the view of adjacent booths. Reduction of booth space may result in the relocation of exhibit space if it is determined by PVBI to be in the best interest of the North American Biochar Symposium. The floor plan maintained by PVBI shall be the official floor plan. Changes to the exhibit hall floor plan may occur at any time, for any reason and without any prior notice to accommodate North American Biochar Symposium needs.
- 5. PAYMENT** - All payments must be made in accordance with the payment terms set forth in the Sponsor Contract. Payment in full for the total contracted exhibit fees owed PVBI are required before Sponsor or his employees or agents may begin set-up.
- 6. INSURANCE** - In all cases, sponsors wishing to insure their goods must do so at their own expense.
- 7. CARE OF EXHIBIT SPACE** - The sponsor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted.
- 8. USE AND PROTECTION OF THE EXHIBIT SPACE** - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, floors, walls or other parts of the location without permission of PVBI and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of PVBI, the location or vendor hall manager or their assistants. Sponsor also agrees to abide by all location rules and regulations and sponsor agrees to be responsible for obtaining a copy of such rules and regulations from the location authorities.
- 9. INSTALLATION AND DISMANTLING** - The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each sponsor in advance of the North American Biochar Symposium. Such requirements shall be binding upon the sponsor as though fully set forth herein. All displays must be in place and set up one hour prior to the Sunday evening reception. Space not occupied or set up by that time may be reassigned for other purposes by PVBI. Sponsors who tear down, without advanced approval from PVBI, prior to the conclusion of the Wednesday afternoon refreshment break may be fined \$500 per 8'x10' booth space.
- 10. DEFAULT OCCUPANCY** - Any sponsor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and PVBI shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by the start of the event.
- 11. ACCESS TO DISPLAYS** - PVBI may from time to time promulgate regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgment to be most practicable.
- 12. PERSONNEL** - Booth personnel, including demonstrators, receptionists and models are required to confine their activities within the exhibit booth space. All sponsors participating in the North American Biochar Symposium are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibition and the North American Biochar Symposium. Sponsors must notify PVBI of the type of assistance/entertainment being provided by temporary help. PVBI reserves the right to deny admission to temporary staff hired by sponsor if the entertainment provided is not in keeping with the standards of the exhibition and North American Biochar Symposium. PVBI reserves the right in its sole and absolute discretion to restrict the use of, or prohibit, any sound systems and/or any machines or devices that are deemed to create excessive noise or otherwise disrupt activities within the Exhibit Hall. Sponsors shall be responsible for securing any and all necessary licenses or consents for any performances, displays, or other uses of copyrighted works or patented inventions and the use of any name, likeness, signature, voice or other impression, or other intellectual property owned or claimed by any third party, which may be used directly or indirectly, by Sponsor or on its behalf. Sponsor agrees to and hereby does, indemnify, defend and hold PVBI harmless from and against any claim of liability in any incident or resulting loss, infringements or other violations of the intellectual property rights, rights of privacy, publicity rights, or any other related rights of any third party, whether enforced by that third party or its representative. PVBI reserves the right to discontinue the electricity supply of Sponsor if Sponsor is deemed to be in violation of the requirements of this paragraph 12.
- 13. USE OF SPACE** - Exhibits shall be shown only in the official exhibit area as established by PVBI. Neither the sponsors nor non-sponsors shall be permitted to display articles, equipment, or information concerning services, or movies of such articles, equipment, or services in private rooms or suites during the North American Biochar Symposium, in accordance with prior agreements between PVBI and officials of the location. No sponsor shall permit any other corporation or firm or its representatives to use the space allocated to the exhibiting company, nor display articles manufactured or sold normally by the company. If an article of a non-exhibiting firm is required for operation or display of a sponsor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in a space assigned to the original applicant must be by written permission of PVBI and shall be subject to an additional charge of 50% of the total cost per booth per day for each additional participant for the run of the North American Biochar Symposium.

2013 North American Biochar Symposium

14. **DISTRIBUTION OF PRINTED MATTER, ETC.** - Neither sponsors or non-sponsors shall distribute to the North American Biochar Symposium delegates printed matter, samples, souvenirs, and the like, except from within the rented space. Special distribution of such material elsewhere must be approved by PVBI.
15. **RESTRICTION OF SELLING** - No sales of any kind, whether for cash or on credit, whether for immediate or future delivery, and whether completed within or outside the exhibit area, shall be made during the exhibition by a sponsor or anyone on his behalf, nor shall any form of order-taking be permissible, except with the express written permission of PVBI.
16. **CONFLICTING MEETING & SOCIAL EVENTS** - In the interest of the success of the entire North American Biochar Symposium, the sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of members of sponsors from the general session or the exhibit spaces during official hours of the North American Biochar Symposium.
17. **CANCELLATION OR RELOCATION OF THE North American Biochar Symposium** - In the event of cancellation, date change or relocation of the North American Biochar Symposium, due to circumstances within PVBI's direct control, PVBI shall refund 100% of fees paid to PVBI by the sponsor. In the event PVBI has no control over the cancellation or relocation of the North American Biochar Symposium, PVBI shall have no liability of any kind but may in its discretion refund any fees paid by the sponsor.
18. **CANCELLATION BY SPONSOR** - Cancellation of any exhibit space must be made in writing. Should the sponsor be unable to occupy and use the exhibit space and should the sponsor notify PVBI in writing by emailing Karen Ribeiro (karen@pvbiochar.org) at PVBI before September 1, 2013, 50% of the total contracted amount will be refunded. No refund of any fees will be made if written notice of cancellation is received later than September 1, 2013. The fees are non-transferable. If a sponsor cancels their participation, related sponsor benefits, i.e., North American Biochar Symposium registrations, do not apply. In the event of cancellation, PVBI shall have the right to use any exhibit space assigned to Sponsor to suit its convenience, including making such space available to another sponsor. PVBI assumes no responsibility for having included the name of Sponsor or descriptions of its products and/or services in the event marketing materials.
19. **PVBI'S RIGHT TO REMOVE THE SPONSOR'S PROPERTY** - PVBI reserves the right to remove from the location any or all of the property of the sponsor should the North American Biochar Symposium be cancelled or relocated or should the sponsor violate any of the conditions of the Sponsor's Agreement. This right may be exercised without prior notice and without hearing.
20. **VIOLATIONS OF THE CONDITIONS** - Any of the following actions by a sponsor shall constitute a violation of the conditions of the Sponsor's Agreement: Use of display of equipment, products, or services that varies in any significant way from the description on the Sponsor Contract. (b.) Violation of any municipal, state, or federal laws, rules or regulation, including safety codes. (c.) Failure to follow the procedures prescribed in Sections 1 through 19. (d.) Failure to remove property from the location upon cancellation or relocation of the North American Biochar Symposium.
21. **LIABILITY** - PVBI undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the sponsor, his officials, agents or employees, or for the protection of the property of the sponsor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the sponsor. Any protection exercised by PVBI shall be deemed purely gratuitous on its part and in no way be construed to make it liable for any loss or inconvenience suffered by the sponsor. The sponsor agrees to indemnify and hold PVBI and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the sponsor or any of his representatives or from the display or use of property of the sponsor. PVBI shall not be liable for any failure to deliver space to a sponsor or for the loss of allotted space of an sponsor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; acts of terrorism; strikes; the authority of the law, or any cause beyond its control. PVBI will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse sponsors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by PVBI for advertising, administration, and similar and related costs.
22. **LIMITATION OF LIABILITY** - Notwithstanding anything set forth herein to the contrary, in no event shall either party be liable for any lost profits or special, incidental, or consequential damages (however arising, including negligence) arising out of or in connection with this agreement. Furthermore, in no event shall PVBI's liability to the sponsor arising out of or related to this agreement whether based in contract, negligence, strict liability, tort or other legal or equitable theory, including any indemnification obligation, exceed the total sponsor fee paid to PVBI hereunder.
23. **REMEDIES** - In the event the sponsor violates any of the conditions of the Sponsors Rules and Regulations, PVBI reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other right or remedies granted under this agreement or available under general contract law: (1.) PVBI may order the sponsor to remove his exhibit and personnel, or have them removed under the provisions of Section 19. In these circumstances, no part of the sponsor's fees will be returned, (2.) PVBI may refuse thereafter to enter into any agreement with the same or related signatory/sponsor to lease booth space at the future conferences or conventions sponsored by PVBI. PVBI, in addition to all other remedies it is entitled to invoke under the terms of this Agreement, may require the sponsor to pay to PVBI, as liquidated damages, and not as penalty, an amount equal to 100% of the sponsor's fee where the signatory/sponsor violates the restriction on selling set forth in Section 15.