

APPLICATION/EXHIBITOR AGREEMENT

Chirality 2009 Exhibit Space

Beaver Run Resort and Conference Center, Breckenridge, Colorado, USA, July 12-15, 2009
www.CHIRALITY2009.org

Exhibiting Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____ Country _____

Telephone (_____) _____ FAX (_____) _____

E-mail _____ Web site _____

✓ TABLE-TOP EXHIBIT

\$ 2300.00
Space will be assigned based on level of sponsorship and on a first-come, first-serve basis.

✓ **SPACE REQUIREMENTS** (# reserved): _____

✓ **Please locate us NEAR:**

✓ **Please locate us DISTANT FROM:**

✓ **PAYMENT**
Full payment MUST accompany this application
Payment includes one complimentary registration

✓ **TOTAL AMOUNT ENCLOSED:** \$ _____

✓ **MAKE CHECK PAYABLE TO: CHIRALITY**
Payment must be made in U.S. dollars; and company check must be drawn on a U.S. bank

✓ **RETURN PAYMENT & FORM TO:**
Ms. Janet Cunningham, Exhibit Manager
c/o BARR Enterprises
P.O. Box 279
Walkersville, Maryland 21793 USA
(phone 301-668-6001)

✓ **EXHIBITOR AGREEMENT:** By signing this Agreement, the exhibitor agrees to abide by all terms and conditions and regulations set forth on both sides of this Agreement.

Authorized Signature _____

Name (printed) _____

Title _____

✓ VENDOR SEMINARS

Special scientific seminars on different techniques or types of applications will augment the program. Vendor seminars are free to attendees who must pre-register onsite at vendor's exhibit location. Time slots are assigned on a first-come, first-serve basis.

Time Slot Preference (indicate 1st & 2nd choices)

- | | | |
|--------------------------|-----------|-------------------|
| <input type="checkbox"/> | Monday | lunch seminar |
| <input type="checkbox"/> | Tuesday | breakfast seminar |
| <input type="checkbox"/> | Tuesday | lunch seminar |
| <input type="checkbox"/> | Wednesday | breakfast seminar |
| <input type="checkbox"/> | Wednesday | lunch seminar |

✓ PROOF OF INSURANCE CERTIFICATE

- By May 1, please supply a Certificate of Insurance certifying your organization has a minimum general/contractual liability insurance coverage of \$1,000,000 personal injury (PI) and \$1,000,000 property damage (PD). Certificate must include Chirality 2009, Barr Enterprises, and the Beaver Run Resort and Conference Center and its affiliated companies as additional insured. See other side of form for details.

✓ DESCRIPTION of Products & Services to be exhibited

- EMAIL to janetbarr@aol.com by May 1 if you want it included in the Final Program (**50 words or less**).
- Include the name of company, address, phone, fax, and website that you want printed in the final program.

✓ EXHIBITOR IDENTIFICATION SIGN TO READ

Organization _____

City & State _____

For CHIRALITY Use Only

Date Rec'd: _____

Amount Rec'd: _____

Check #: _____

RULES AND REGULATIONS

LOCATION — The Exhibit, Poster Sessions and Symposium will take place in the Beaver Run Resort and Conference Center in Breckenridge, CO, USA. The Exhibit and Poster Sessions will be located in close proximity to the meeting rooms. Chirality 2009 reserves the right to assign space and make such modifications as may be necessary to adjust the floor plan to meet the needs of Chirality 2009.

EXHIBIT HOURS, REGISTRATION, AND HOUSING — Each unit includes one complimentary symposium registration. Exhibitor hours, registration, and housing information will be forwarded to exhibitors after space is assigned. Exhibitors must check in at the Symposium Registration Desk prior to set-up on Sunday, July 12, 2009, to receive badges. As a courtesy to conference participants and fellow exhibitors, exhibits must be staffed throughout each show day during show hours until the official closing time of the exhibit on July 14, 2009.

CONTRACTORS — CHIRALITY 2009 will designate various official contractors for such services as installation and dismantling, drayage, decorations and photography. Exhibitor is free to contract with non-official contractors; however, no non-official contractor will be permitted access to the exhibit area or the space until such non-official contractor has delivered to CHIRALITY 2009 a certificate of insurance naming CHIRALITY 2009 as additional insured and evidencing that such non-official contractor has in place a comprehensive general liability insurance policy covering claims of bodily injury, death and property damage arising out of the non-official contractor's operations at the exhibit location or in the space and having a combined single limit of at least \$1,000,000.00. No solicitation of business by any non-official contractor will be permitted in the exhibit area.

CANCELLATION — All cancellations must be forwarded in writing to the Exhibit Manager. CHIRALITY 2009 will refund 50% of the monies paid for exhibit space if CHIRALITY 2009 receives written cancellation by February 1, 2009; no refunds will be made after February 1, 2009. Failure to occupy exhibit space does not release the exhibitor from obligation to pay for the full cost of rental. If exhibit space is not occupied by one hour prior to show opening on Monday, July 12, 2009, CHIRALITY 2009 reserves the right to use the space as it sees fit to eliminate empty spaces in the exhibit area. CHIRALITY 2009, Conference Organizers, and Barr Enterprises shall not be liable in any way for any loss, damage or injury resulting from the cancellation of the event or from temporary or permanent closing for any reason of all or any portion of the Beaver Run Resort and Conference Center. CHIRALITY 2009 reserves the right to change the location of the event to other localities or premises. In such event, reasonable prior written notice will be given to exhibitor. If reasonable prior written notice is given to exhibitor, exhibitor waives its right to all damages, expenses, losses or claims of any nature arising out of such change of location.

USE OF EXHIBIT SPACE — Exhibitors must confine all demonstrations or promotional activities to the limits of the exhibit. Sufficient space must be provided within the space to contain persons watching demonstrations and other activities. Exhibitors are responsible for keeping the aisle(s) near their exhibit space free of congestion due to demonstrations or other promotions. No exhibitor shall assign, sublet, or share space without the knowledge and consent of the CHIRALITY 2009 Symposium Manager. Organizations or firms not assigned exhibit space will not be permitted to solicit business within the exhibit area. Exhibitors are urged to report any violation of this rule to the CHIRALITY 2009 Symposium Manager. In all exhibit areas, built-up exhibits or other construction, including the company name or other advertising, shall not exceed a height of 8 feet at the back of the exhibit. The height along the side may not exceed 4 feet for the front half of the display in from the aisle. Interference with the light and space of other exhibitors is prohibited. If the reverse side of an exhibitor's back wall, or side wall, or display will be visible, it must be finished at the exhibitor's expense. CHIRALITY 2009 reserves the right to have the finishing done and billed to the exhibitor. All sound equipment and other noises must be kept at a level low enough that it will not disturb other exhibitors. Public address systems, radio broadcasts, or any other devices used only to attract attention by sound are prohibited. CHIRALITY 2009 reserves the right to turn off the electricity for any exhibitor who violates this rule. CHIRALITY 2009 reserves the right to restrict or evict exhibits that become objectionable because of noise, method of operation, materials, or any other reason, including the opinion of CHIRALITY 2009 that the objectionable exhibit detracts from the CHIRALITY 2009 exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that CHIRALITY 2009 determines is objectionable. In the event of any restriction or eviction, CHIRALITY 2009 is not liable for any refunds or other expenses.

COPYRIGHT FEES — Any and all copyright fees applicable to activities or events conducted by an individual exhibitor or group of exhibitors will be the full responsibility of said exhibitor(s).

SECURITY — CHIRALITY 2009 does not warrant or guarantee the presence of guards at any particular time or place in or near the exhibit area. CHIRALITY 2009 shall have no duty or obligation to safeguard or insure Exhibitor's property or personnel and by its execution of the Agreement. Exhibitor understands and agrees that Exhibitor is solely responsible for protecting and securing its property and personnel. Each exhibitor must make provision for safeguarding their own goods, materials, equipment and display at all times and is responsible for obtaining insurance in such amounts as deemed appropriate to comply with their own protection. All property of exhibitors is understood to remain in their care, custody, and control in transit to or from or within the confines of the Beaver Run Resort and Conference Center. Exhibitor must obtain a blanket rider (portal-to-portal or other "extraterritorial" insurance) to protect its property, personnel and visitors both during the Event and in transit to and from the Event against loss of any kind including, but not limited to, fire, damage or theft. Neither the Beaver Run Resort and Conference Center, Chirality 2009 Chair, Conference Committee, nor Barr Enterprises' liability insurance covers Exhibitor's property, personnel or visitors against loss, damage or injury and Chirality 2009 is not liable or responsible for any such loss or damage. Small equipment or supplies should be safeguarded against theft before, during and after the Event. Exhibitors are responsible for their own material. If constant surveillance of exhibit equipment or supplies is necessary, Exhibitors must make their own arrangements for security.

CARE OF BUILDING AND EQUIPMENT — Exhibitors, or their agents, must not injure or deface the walls or floors of the building, the exhibit space, or the equipment of the exhibits and surrender the space occupied during the exhibition (ordinary wear and tear excepted) in the same condition as it was at the time of the exhibitor's use and occupation. If such damage appears, the exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electrical wiring must conform to the National Electrical Code Safety Rules. Combustible materials or explosives are not permitted in the Beaver Run Resort and Conference Center.

INDEMNIFICATION AND HOLD HARMLESS — Exhibitor covenants and agrees that it will protect, save and keep CHIRALITY 2009, Conference Chair and Organizers, Barr Enterprises and the Beaver Run Resort and Conference Center forever harmless and indemnified against and from (i) any penalty, damage or charges including reasonable attorney's fees imposed for violation of any law or ordinance occasioned by the act or neglect of Exhibitor or those holding under Exhibitor, (ii) all claims, loss, liability, judgment, cost, damage or expense including all reasonable attorney's fees arising out of or from any accident or other occurrence causing injury or death to any person or damage to any property on or about the exhibit area occasioned by any act, omission or negligence of Exhibitor, its employees, representatives, agents and those persons attending the Event at the specific request or invitation of Exhibitor, and (iii) all claims, losses, liability, judgment, cost, damage or expense including reasonable attorney's fees, arising out of or occasioned by any failure of Exhibitor in any respect to comply with and perform all the requirements and provision of this Agreement.

EXHIBITOR'S OWN RISK — Exhibitor understands and agrees that CHIRALITY 2009 has only a license to use the Beaver Run Resort and Conference Center and that CHIRALITY 2009 is not in any way responsible for the condition or maintenance of the Beaver Run Resort and Conference Center. Exhibitor understands and agrees that all of exhibitor's personal property of every kind or description which may at any time be in the Beaver Run Resort and Conference Center shall be at the exhibitor's sole risk. CHIRALITY 2009, Conference Chair and Organizers, Barr Enterprises and the Beaver Run Resort and Conference Center shall not be liable for any damages to said 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, steam pipes or from heating or plumbing fixtures or from electrical wires or from gas or odors or caused in any manner whatsoever. Exhibitor agrees to place and maintain at exhibitor's own expense adequate insurance to cover all personal property placed by exhibitor in the Beaver Run Resort and Conference Center. Exhibitor covenants and agrees to indemnify and hold CHIRALITY 2009, Conference Chair and Organizers, Barr Enterprises and the Beaver Run Resort and Conference Center harmless from any injury to or death of Exhibitor, Exhibitor's agents, employees or those persons attending the Event at the specific request or invitation of exhibitor resulting from or arising out of exhibitor's use of the Beaver Run Resort and Conference Center except that attributable to the negligence or willful misconduct of CHIRALITY 2009.

INSURANCE — Insurance and liability are the full and sole responsibility of the exhibitor. Minimum general/contractual liability insurance coverage required is \$1,000,000 personal injury (PI) and \$1,000,000 property damage (PD). Exhibitor shall supply a Certificate of Insurance certifying the coverage mandated above. Exhibitor shall require a similar Proof of Insurance certificate from its exhibit-related contractors, certifying the liability coverage mandated above. In addition, exhibitor agrees to hold the indemnities harmless from all loss, costs, claims, causes of action, obligations, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement by exhibitor, exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges. If Exhibitor cannot obtain this insurance, Exhibitor must sign and return a "WAIVER AND RELEASE." Exhibitor will not be permitted to enter the exhibit area or use the space unless the certificate or waiver is delivered to CHIRALITY 2009. Certificate holder and address: Chirality 2009, Barr Enterprises, PO Box 279, Walkersville, MD 21793 USA.

