



## GENERAL TERMS AND CONDITIONS

### 1. SPONSOR AGREEMENT:

1. An invoice will be issued upon receipt of this contract. All payments are due in full 10 days following receipt of invoice or on April 15, 2016 whichever comes first. All invoices will be issued and paid in USD. Bank Transfer details will be provided in invoice. All wire transfers and sender must pay bank fees.
2. Cancellations will be accepted in writing only. A cancellation notice must be received no later than April 15, 2016 to receive a full refund. Cancellations between April 16, 2016 and May 15, 2016 will be subject to a 50% cancellation fee, while any cancellation on or after May 15, 2016 will be subject to a 100% cancellation fee.
3. INCOSE's performance under this agreement is subject to acts of god, war, acts of terrorism or similar acts, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, threats to the public health, or other cause beyond the control of INCOSE, making it inadvisable, illegal, or impossible to hold the Symposium or any part thereof. This agreement may be terminated for any one or more of such reasons. Monies refundable to the Sponsor, at the sole discretion of INCOSE, shall constitute a proportionate share of the balance of the aggregate sponsorship fees received, which remains after deductions for expenses incurred by INCOSE. In no case shall the amount of the refund to the Sponsor exceed the amount of the sponsorship paid.
4. The undersigned agree to abide by the terms and conditions of this contract related to payments and by any additional INCOSE rules and regulations. This contract and its attachments are the sole definition of the benefits of the sponsorship program. The undersigned give INCOSE permission to use our Organizational name and logo for the purpose of sponsorship recognition and to display on any applicable sponsored items. Certain recognition opportunities have specific deadlines, and failure to provide timely applications, logos, or artwork, etc., may result in a loss of benefits. Failure to provide final payment by the deadline will result in forfeiture of all deposits and removal from the sponsorship program. The undersigned certify that s/he is authorized to commit the Organization to this agreement.

### 2. EXHIBIT AGREEMENT:

#### 1. Inability to Perform:

INCOSE's performance under this agreement is subject to acts of god, war, acts of terrorism or similar acts, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, threats to the public health, or other cause beyond the control of INCOSE, making it inadvisable, illegal, or impossible to hold the Symposium or any part thereof. This agreement may be terminated for any one or more of such reasons. Monies refundable to the Exhibitor, at the sole discretion of INCOSE, shall constitute a proportionate share of the balance of the aggregate exhibitor fees received, which remains after deductions for expenses incurred by INCOSE. In no case shall the amount of the refund to the Exhibitor exceed the amount of the booth payment.

#### 2. Liability Exclusions:

Exhibitor agrees to indemnify, save harmless and defend the Organizers against any liability, claims or expenses resulting from any loss or damage to property or injury to any persons occurring upon or about the leased premises arising from the use of the leased premises by the Exhibitor, its employees



or agents.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers, which result from any act or omission of exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

**3. Insurance:**

It is the sole responsibility of each exhibitor to procure and maintain general liability insurance and property insurance covering bodily injury, personal injury and property damage to the exhibitor's property including but not limited to theft, breakage, loss, fire, explosion, water damage, terrorism, vandalism, storm and hail damage. Copies of insurance certificates shall be sent to [symposium@incose.org](mailto:symposium@incose.org) by April 15, 2016. Please note that the certificate holder shall be INCOSE (International Council on Systems Engineering) – 7670 Opportunity Rd, Suite 220 – San Diego, CA 92111 - USA. Failure to comply may constitute grounds for cancellation of this agreement and forfeiture of funds paid.

**4. Exhibit Operation, Installation & Dismantling:**

Installation of exhibits may commence on Sunday, July 17th at 9am at EICC (Edinburgh International Convention Center). All exhibits must be fully assembled and ready for display no later than 6pm on Sunday, July 17th. Exhibits shall be open and staffed at all times during scheduled exhibitor hours. Dismantling of exhibits may begin after 3pm on July 21st. All exhibits and materials must be totally removed from the exhibit hall no later than 8:00pm on Thursday, July 21st. No dismantling is allowed before 3pm on Thursday, July 21st. Exhibitor agrees to avoid any deterioration of the rented booths and equipment.

**5. Assignment of Space & Payment:**

All exhibit space will be allocated on a first-come, first-served basis. Confirmation of space will be sent upon receipt of the signed contract and full payment. INCOSE reserves the right to reassign booth space as needed. All payments are due in full 10 days following receipt of invoice or on April 15, 2016 whichever comes first. Exhibit space must be occupied solely by your organization in exhibiting your products and services at the INCOSE International Symposium. No exhibitor shall assign, sublet, or share the whole, or any part of, the space contracted.

**6. Booth Specifications:**

The standard booth size is 3mx3m or 3mx6m. The booth price in this agreement provides for installation, maintenance and removal of standard framing materials. The materials include partitioning walls (white panel inserts with silver metal), white header incl. exhibitor name. In addition, you will receive a power connection, 2-arm lights, (1) skirted table, and (2) chairs.

A 3mx6m booth will receive (2) 6' skirted tables and (4) Contour chairs.

The Academic booth size is 3mx3m. The booth price in this agreement provides for installation, maintenance and removal of standard framing materials. The materials include partitioning walls (white panel inserts with silver metal), white header incl. exhibitor name. In addition, you will receive a power connection, 2-arm lights, (1) wastebasket, (1) 6' skirted table, and (2) Contour chairs.



No exhibitor property or supplied furniture may be placed outside the booth space as this creates a hazard and a deviation from building and fire codes.

**7. Security:**

INCOSE will provide 24-hour security at the EICC for all displays for the duration of the Symposium. While every precaution will be taken, INCOSE assumes no liability for providing this service. The ultimate responsibility remains with the individual exhibitors to protect their property and appropriate protection and insurance should be arranged.

**8. Cancellations:**

Cancellations will be accepted in writing only. Cancellation of exhibit booth space received by April 15, 2016 will be eligible to receive a full refund. Cancellations received between April 16, 2016 and May 15, 2016 will be eligible to receive a 50% refund per rented booth. We regret that refunds cannot be allowed for booth cancellations occurring after May 15, 2016.

The undersigned agree to abide by the terms and conditions of this contract related to payments and by any additional INCOSE rules and regulations. This contract and its attachments are the sole definition of the benefits of the exhibit program. The undersigned gives INCOSE permission to use our Organizational name and logo for the purpose of booth recognition and to display on any applicable items. Certain recognition opportunities have specific deadlines, and failure to provide timely applications, logos, or artwork, etc., may result in a loss of benefits. Failure to provide final payment by the deadline will result in forfeiture of all deposits and removal from the exhibit program. The undersigned certify that s/he is authorized to commit the Organization to this agreement.

Printed Name:

Signature:

Title:

Date:

Telephone:

Email: