



**Conferences & Institutes
Professional and Community Engagement**
The Pennsylvania State University
301 Outreach Building
University Park, PA 16802-7005

Phone: (814) 863-5100
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psuconferences@psu.edu

**The Pennsylvania State University
Conferences and Institutes Exhibitor Agreement Form (“Agreement”)**

Name of Conference (“Conference”): **Strategies Conference 2023**

Location of Conference: **Wyndham Garden State College, 310 Elks Club Road, Boalsburg, PA 16827**

Date(s) of Conference: **November 2–3, 2023**

Company Name (“Exhibitor”) _____

Company name as it should appear in all printed materials (if different than above) _____

Mailing address (no. and street, or box no.) _____

City _____ State _____

ZIP code _____ Country _____

Phone number _____ Fax number _____

Primary contact’s last name _____ Primary contact’s first name _____

Email address _____

Penn State will use this email address to communicate about all programs Exhibitor registers for. This email address will also be used to communicate logistical information regarding the program.

Please provide contact information for one individual who will be on-site during the conference:

On-site contact’s last name _____ On-site contact’s first name _____

Phone number _____ Email address _____

Summary of the product(s) and/or service(s) to be exhibited (“Exhibit”). Be as detailed as possible.:

Exhibitor hereby agrees to the following:

1. **ELIGIBILITY:** All exhibits must have an educational or public service value to the program participants. The Pennsylvania State University (“University”) reserves the right to accept or reject exhibitors and restrict, remove, or limit exhibits, if it determines in its sole discretion that this criteria is not met.
2. **PAYMENT:** Fees for Exhibit are collected through the separate registration process and payment in full is required at time of registration. All out of pocket expenses incurred because of an Exhibit must be paid by the Exhibitor.
3. **COMPLIANCE WITH UNIVERSITY RULES AND POLICIES:** Exhibitor agrees to follow the attached Exhibitor Rules shown in Appendix A as well as all applicable University policies. University policies can be viewed at: <https://policy.psu.edu/policies>. In particular, if the Exhibitor’s activity involves minors, Exhibitor certifies that it has read University Policy AD39 and has complied with all relevant aspects of AD39, found at the following website: <https://policy.psu.edu/policies/AD39>.
4. **COMPLIANCE WITH LAWS:** Exhibitor is responsible for obtaining any necessary government licenses, approvals, and permits at its own expense and for complying with all applicable local, state, and federal laws.
5. **LOGO USE:** The Exhibitor hereby grants to the University a limited, non-exclusive license to use Exhibitor’s names, logos, and/or trademarks in any medium which University shall use solely to identify Exhibitor as an exhibitor at the Conference.
6. **DAMAGES:** Exhibitor shall maintain the space it occupies in good order and shall be responsible for set up, break down, and cleaning of its space. Exhibitor shall be liable for any damages it causes to University property or premises, including but not limited to damages caused by Exhibitor’s failure to comply with Section 3 of this Agreement.
7. **SALES AND SOLICITATION:** Sales, on-the-spot solicitation of orders, and acceptance of orders by Exhibitor are prohibited during the Conference without the prior written approval of the University.
8. **BOOTH SPACE:** Exhibitor must confine its Exhibit, including all activities and materials, to its assigned booth space.
9. **TERMINATION:** The University may, without any liability or responsibility to Exhibitor, terminate this Agreement without notice if it determines, in its sole discretion, that (i) Exhibitor is in breach of its obligations under this Agreement; (ii) that Exhibitor’s participation in the Conference or its Exhibit would interfere in any way with operation of the University or the Conference; (iii) Exhibitor is ineligible under Section 1 of this Agreement; or (iv) it is in the University’s best interests to cancel the Conference. Exhibitor agrees to release and hold the University harmless, from any costs, including reasonable attorneys’ fees, incurred as a result of the University’s exercise of its rights under this Section 9.
10. **CANCELLATIONS AND SUBSTITUTIONS:** Cancellations received less than 15 days prior to the Conference are nonrefundable. Cancellations received at least 15 business days prior to the first day of the conference may be partially refunded. A written request must be sent by email to PSUconferences@psu.edu or by fax to 814-863-5190. A \$50 administrative fee will be charged for each withdrawal. Any Exhibitor who is registered but cannot attend may identify a substitute exhibitor. A full refund will be issued to the withdrawing Exhibitor once the University receives a

completed registration form, signed Exhibitor Agreement, Certification of Insurance (if required) and full payment by the substitute Exhibitor. Substitutes are eligible to register at the same fee paid as the withdrawing Exhibitor.

11. **FORCE MAJEURE:** Neither party shall be liable to the other for failing to perform any of its obligations hereunder when such failure is due to causes beyond either party's control, including without limitation, a breakdown of communication systems, utilities, or transportation systems; all labor disputes; civil disturbance; reasonably unforeseeable weather conditions; war; invasions; military or usurped power; sabotage; governmental regulations or controls; fires or other casualty; or acts of God.
12. **INDEMNIFICATION:** In connection with its participation in the Conference and the use of University's premises or any third-party premises, Exhibitor, at its sole cost and expense, hereby releases, and agrees to indemnify and hold harmless the University and, if the Conference is held on a third party's premises, the third party, and the University's and such third party's officers, directors, trustees, employees, and agents from and against any and all claims, actions, demands, losses, costs, expenses (including reasonable attorneys' fees), liabilities, damages, suits or proceedings resulting from, arising out of and/or relating to: (a) bodily injury, including death; (b) tangible property damage caused directly by Exhibitor, including its employees and agents; and/or (c) the negligence or willful misconduct of Exhibit, including its employees and agents.
13. **INSURANCE:** Insurance Requirements for Exhibitors will depend on the nature of the Exhibit. The University reserves the right to require additional insurances or higher limits of coverage depending on the nature of the Exhibit. Certain activities and features will require additional review by University to determine insurance requirements.

Please select the Option that applies to the Exhibit:

Option 1 (does not require evidencing insurance):

Exhibitor agrees that:

- Their exhibit does not and will not have any special set-up requirements;
- If using any equipment, they will only use cell phones, table-top signage and/or easel displays and have no more than two handheld devices or tablets, and no more than two laptops; and
- To have no demonstrations, activities or anything else other than oral or written information.

Check this box if Option 1 applies **and** Exhibitor agrees to abide by the Option 1 terms. If checked, no insurance is required by Exhibitor.

Option 2 (requires evidencing insurance coverage as described below):

Please indicate whether the Exhibit will involve any of the following by checking the appropriate box(es) and providing a brief description (check all that apply):

- Equipment such as Exhibitor supplied pipe and drape, floor-standing displays that are portable/ "pop up" (**excluding table-top signage or easel displays, or devices as described in section Option 1 above**). If possible, **please provide pictures** of any equipment you are planning to bring.
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- Demonstrations or interactive activities: _____
- Food (excluding commercial prepackaged candy) or drink for public consumption: _____
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- Drones: _____
- Health screenings: _____
- Animals: _____
- Other activities or features beyond mere sharing of information: _____
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If any of the above boxes are checked, **Option 2 applies**, and insurance is required as follows. The Exhibitor hereby agrees to carry and maintain the following insurance during the time the Exhibitor participates in the Conference:

- a. **Commercial General Liability** insurance including coverage for bodily injury, property damage, and personal injury for premises and operations, products and completed operations, and contractual liability arising from all operations, written on an occurrence basis with limits not less than \$1,000,000, and which must apply to ongoing operations. Medical Expense coverage must be written with a limit of not less than \$10,000 per person. “The Pennsylvania State University” must be named as an additional insured.
- b. **Automobile Liability** insurance (unless driving a personal vehicle) for any owned, leased, hired, non-owned vehicles, with limits not less than \$500,000.
- Check this box if only driving a personal vehicle. (If checked, *Automobile Liability* is not required).
- c. **Workers' Compensation** for statutory obligations imposed by workers' compensation and occupational disease laws. **Employers' Liability** insurance shall be provided with limits of not less than \$500,000 for each subcategory of coverage. If the Exhibitor is a Sole Proprietorship or a Partnership, Workers' Compensation coverage may not be available – if that is the case, please contact the Program Manager listed at the end of this Agreement for a copy of the University's Workers' Compensation waiver, which **must be completed, signed, and returned with this signed Agreement**.

Exhibitor shall furnish the University with an insurance certificate evidencing such insurance coverage, which **must be returned with this signed Agreement**. Certificate holder must be listed as follows:

The Pennsylvania State University
c/o Risk Management Office
227 West Beaver Avenue, Suite 103
State College, PA 16801

Exhibitor hereby acknowledges that if upon review, insurance certificates do not meet the University's requirements, the Exhibitor may not be permitted to participate, and a refund may be issued in accordance with conference policy. Exhibitor totally and unequivocally releases,

indemnifies and holds harmless the University for any Losses suffered by Exhibitor due to its failure to abide by the conditions of this section.

14. **GOVERNING LAW AND FORUM:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of law principles. Any claims or controversies arising under this Agreement shall be adjudicated in the Court of Common Pleas for Centre County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania.
15. **ASSIGNMENT:** Neither party may assign this Agreement without the prior written consent of the other party, and any such attempted assignment shall have no force and effect.
16. **PUBLICITY:** Exhibitor may not use the name, logos, or marks of the University in any manner, including but not limited to any promotional or advertising material (including but not limited to any website postings and public announcements) without the University's prior written consent.
17. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement and attached *Appendix A* contains the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by the parties.

Agreed to by:

Authorized Signature of Exhibitor _____ Date _____

Name and Title (Please Print) _____

SEND ALL PAGES TO:

Via Email: *Kelly Driftmier*, kmd5315@psu.edu

OR

Hardcopies mailed to:

Conferences and Institutes
100 Innovation Boulevard, Suite 301
State College, PA 16803

INTERNAL USE ONLY

Payment Received_____

COI Processed by_____

Exhibitor Location (*if needed*)_____

Appendix A

EXHIBITOR RULES

- 1. SET UP AND REMOVAL:** Exhibitors/Attendees shall adhere to time schedules as determined by Conferences and Institutes. Exhibits shall not be installed or erected before 7:00 a.m. on November 2. All of Exhibitor's property must be removed from the conference site by 2:30 p.m. on November 3, 2023.