



# Application and Contract

## Virtual, On-Site & In-Agency Events

Effective August 1, 2020 – December 31, 2020

(Includes Special Cancellation Policies for a Limited Time Only Due to COVID-19)

# NCSI®

This Application and Contract by and between **National Conference Services, Inc. (NCSI)** and your Company (Vendor) shall become effective upon acceptance of this Agreement by NCSI and obligates Vendor to pay for and participate in the events selected on the attached **Schedule of Events**. The rates set forth in the attached Schedule of Events represent standard / full list prices exclusive of any discounts. Applicable discounts shall be reflected on the NCSI invoice and are subject to final audit, prompt payment, and all the terms and conditions contained herein.

### 1. VENDOR INFORMATION:

Vendor Brand Name D/B/A: \_\_\_\_\_  
Company Legal Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address (No PO Boxes): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Postal Code & Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Website URL: \_\_\_\_\_

**2. BINDING CONTRACT:** The Vendor agrees that upon acceptance of this Application and Contract and the attached Schedule of Events by NCSI it shall become a legally binding contract enforceable against the Vendor in accordance with its terms and conditions. This contract is binding on the parties and their respective personal representatives, successors and assigns. NCSI may, in its sole discretion, without the written consent of the Vendor, assign its rights and/or liabilities hereunder and in such event NCSI shall provide written notice of the assignment to Vendor. **By the below signature, the individual signing this contract represents and warrants that he/she has read each page of this contract and is duly authorized to execute this binding contract on behalf of the Vendor. The Vendor agrees to be bound by the terms on all 3 pages herein. Contract acceptance by NCSI is required.**

Authorized Rep. (Print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 3. NCSI ACCEPTANCE: NCSI Use Only

Vendor Account No.: \_\_\_\_\_  
Total Fee(s) Amount: \$ \_\_\_\_\_  
NCSI Account Exec Name (Print): \_\_\_\_\_  
NCSI Authorized Signature: \_\_\_\_\_  
Contract Execution Date: \_\_\_\_\_

### 4. CREDIT CARD PAYMENT: Total Charge: \$ \_\_\_\_\_

CC# \_\_\_\_\_ Exp.: \_\_\_\_\_

Note: All credit card refunds subject to a 3% administrative fee.

Name on Card (Print): \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### 5. PURCHASE ORDER: Total Amount: \$ \_\_\_\_\_

Purchase Order No. (Attach Form Required): \_\_\_\_\_

Bill To Name: \_\_\_\_\_

Bill To Title: \_\_\_\_\_

Bill To Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**6. PAYMENT TERMS:** The fee for each event must be paid prior to the event start date. Make all checks payable to National Conference Services, Inc. and remit with this Application and Contract as follows:

**National Conference Services, Inc.**  
P.O. Box 64466  
Baltimore, MD 21264-4466

NCSI shall provide the Vendor with an invoice and an IRS Form W-9. Vendor agrees to pay all fees associated with collection efforts, including, but not limited to NCSI's attorney fees, court costs, and interest charges at the highest rate of 8% allowed by Maryland law. NCSI reserves the right to deny services and/or void discounts to a Vendor with an overdue account balance.

**IMPORTANT NOTE:** NCSI shall not be responsible for collecting payments from third parties, outsourced payment processing services, or from the Vendor's on-line payment web portal. NCSI is not the Vendor's subcontractor and shall not be required to provide documentation, reps & certs, and/or register in the Vendor's on-line supplier web portal. Additional fees apply.

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**7. ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings with respect to the subject matter hereof. This contract is not subject to or contingent upon the Vendor's purchase order, the Vendor's policies or payment terms, the Vendor's agreement(s) with its subcontractors or representations & certifications (Reps & Certs) or the Vendor's supplier related documents of any kind. This contract may only be amended by a written agreement duly executed by the Vendor and a corporate officer of NCSI.

**8. CANCELLATION BY VENDOR:** All cancellations must be in writing (no exceptions) and shall become effective when received by NCSI. Both Vendor and NCSI acknowledge that NCSI will sustain substantial losses if the Vendor cancels any event(s) covered by this contract. Even though NCSI will exercise its best efforts to mitigate the damages associated with the Vendor's cancellation, the parties agree that NCSI will nevertheless incur substantial losses that cannot be precisely determined and in such event Vendor agrees to pay to NCSI the following as liquidated damages, and not as a penalty:

At the Vendor's option, NCSI will issue a full refund or credit when the Vendor's written cancellation notice is received by NCSI at least 15 days prior to the start date for all virtual, on-site and/or in-agency events scheduled to occur between August 1, 2020 and December 31, 2020. Credit card refunds shall be subject to a 3% administrative processing fee. Where the written notice of cancellation is received 14 days or less prior to the event start date the Vendor shall not be entitled to any refund or credit and shall pay NCSI liquidated damages equal to 100% of the event contracted fee amount.

Cancellations will void / negate related discounts, including multi-event or series discounts and Vendor will be invoiced for the difference. Liquidated damages retained and/or collected by NCSI, including credit card payments, shall be considered fully earned by NCSI and non-refundable. Credits left on account shall remain valid until December 31, 2021 after which shall be considered fully earned by NCSI and non-refundable.

**9. TERMINATION BY NCSI:** This contract may be terminated by NCSI for failure to make payment(s) when due and/or failure to comply with any of the terms and conditions contained herein. If this contract is terminated by NCSI, Vendor will be notified in writing. Upon such termination, NCSI may, in its sole discretion, assign or reassign exhibit space to any other Vendor.

**10. CHANGE OF NAME, VENUE, DIGITAL PLATFORM AND/OR DATE(S):** NCSI shall have the right to change the event's name, location, venue, and/or date(s). NCSI shall also have the right to conduct events virtually on an online platform when necessary due to COVID-19 considerations. Vendor will be notified in writing of such change and will have fourteen (14) days from the date of notification to cancel participation in the event. If NCSI is not notified in writing within the fourteen (14) days, this contract will be enforceable as written given the changes in name, location and/or date(s) of the event. In all cases liquidated damages and refunds of fees remain subject to **SECTION 8 and 11**.

**11. EVENT CANCELLATION:** NCSI, the federal government, the sponsoring/hosting organization, and/or co-sponsoring organization(s), in their sole individual discretion, reserve the right to cancel this event at any time without any liability for the fulfillment of this contract and all fees paid by Vendor shall be:

At the Vendor's option, NCSI will issue a full refund or credit for all cancelled virtual, on-site and/or in-agency events scheduled (or rescheduled) to occur between August 1, 2020 and December 31, 2020. Credit card refunds shall be subject to a 3% administrative processing fee.

Credits left on account from event postponement or cancellation must be used within 12 months of the original postponement/cancellation dates. After 12 months a credit on account will be considered earned by NCSI and non-refundable.

**12. UNAUTHORIZED ACTIVITIES:** Vendor may not promote, host or participate in any event, conference, meeting, party, reception, hospitality suite, social activity or outdoor/mobile exhibit for and/or with event attendees, whether on-property or off-property, without a properly executed NCSI contract and the express written permission of NCSI and the hosting government organization. Vendor must provide NCSI, along with this contract, a detailed written description of the proposed activity. Activities must comply with all applicable laws, government regulations, venue rules and NCSI policies. The Vendor agrees to pay NCSI the fee stated in the published rate schedule (or the equivalent thereof) for any unauthorized activities at this event.

**13. VIOLATIONS OF REGULATIONS:** NCSI may, in its sole discretion, close the Vendor's exhibit display for failure to make payment prior to the event's start date and/or failure to comply with any laws, regulations, fire codes, venue rules or show policies. In such event Vendor will not receive or be entitled to a refund of any fee consideration paid or payable to NCSI and NCSI shall not be liable for any damages, consequential or otherwise, or compensation to Vendor of any kind.

**14. VENDOR PERSONNEL:** Vendor personnel must comply with all hosting facility regulations concerning conduct, electronic devices, entry and security. Failure of Vendor personnel to gain and/or qualify for access to a secure government facility does not relieve Vendor of any financial obligation contained herein.

**15. LIABILITY & INDEMNIFICATION:** Vendor is solely responsible for the safety and security of its exhibit, property and personnel. Vendor agrees that NCSI, the hosting organization, co-sponsoring organization(s), the venue, its owner and its management company, and their respective employees and agents are not liable for any theft, damage or loss to or of the Vendor's property or for any injury that may occur to the Vendor, its agents, employees, guests or business invitees. Vendor assumes the entire responsibility and liability for losses, damages, and claims arising out of Vendor's activities in the venue premises or at the event and will indemnify, defend, and hold harmless NCSI, the venue, its owner, and its management company, as well as their respective agents, servants, and employees from any and all claims, demands, judgments, settlements, attorney's fees, or other costs/expenses.

**16. INSURANCE:** Vendor must carry general business liability insurance and property damage insurance for the full replacement value of all its property. Vendor must also carry worker's compensation insurance coverage in compliance with all laws and regulations covering Vendor's employees.

**17. TAXES:** Vendor shall pay (if any) all taxes, including but not limited to, sales & use taxes, value added taxes (VAT), and all other fees and assessments levied or required to be paid by any foreign government, the United States, any state or local government in connection with Vendor's participation in the event. In the event NCSI pays any of the aforementioned items on behalf of the Vendor, either now or in the future, then Vendor agrees to reimburse NCSI within thirty (30) days upon presentation of an invoice.

**18. ATTENDANCE:** NCSI makes no representations or warranties with respect to the demographic make-up and/or number of attendees at this event(s).

**19. EVENT PROMOTIONS:** Event advertising and promotions by the Vendor must be targeted to appropriate government / trade personnel only and not to the general public. Advertising and promotion of the event to the general public (e.g. radio, television, and newspaper) is strictly prohibited unless approved in writing in advance by NCSI. The Vendor's trade advertising, website and social media promotion of the event must comply with rules and guidelines to be provided by NCSI.

**20. VENDOR GUIDE PUBLICATION:** Vendor shall email its NCSI Sales Representative, within the prescribed deadline(s), the following information for inclusion in the printed Vendor Guide for each event(s): 1) a brief description (25 words or less) of the Vendor's company, product(s) and/or services(s); 2) company name, address and contact information; 3) names, titles, security and contact information for the Vendor's on-site event representatives; 4) company logo (subject to an additional logo placement fee).

**21. FLOOR PLANS:** Tabletops within a floor plan are typically assigned on a first-come, first-served, basis during the move-in phase of the event for most on-site technology expos. NCSI, in its sole discretion, reserves the right to assign, move or relocate the Vendor's space to a new location in the interest of a better showing of the exhibit, for the betterment of the overall exposition, to accommodate the Government sponsor, or for any other reason deemed necessary.

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**22. NO-SHOWS:** Any Vendor that fails to erect and staff a display in their assigned space by the designated set up time of the exposition shall be considered a no-show and shall forfeit fees paid. Furthermore, Vendor shall be responsible and liable for all unpaid fees due to NCSI. Upon such no-show, NCSI may use the space for any purpose, including leasing to another Vendor, in NCSI's sole discretion.

**23. MOVE-IN, SET-UP & MOVE-OUT:** Only Vendors presenting proper credentials and personal identification will be permitted to move or remove any equipment, merchandise, display or other property in or out of the facility. Failure to check in by the designated set up time may result in loss of space with the Vendor still being liable for full payment. Unless otherwise specified, Vendor agrees to check in and set up its display at least 30 minutes prior to the beginning of the event and completely remove its display from the building within 60 minutes following the completion of the event. No exhibit or portion thereof may be removed during the event. Breakdown before the scheduled end time of the event may result in 1) loss of any discounts and/or 2) loss of post event data reporting. If Vendor fails to remove all of its property within the allotted move-out time, NCSI reserves the right, at the Vendor's expense, to ship the property through a carrier of NCSI's choosing or to place same in a storage warehouse. Under no circumstances shall NCSI be liable or responsible for any loss or damage to such property.

**24. DISPLAYS:** All displays, decorations and signs must conform to NCSI and venue regulations. Vendor may not paint, tape, nail, screw, staple, drill, scratch or tack anything to the walls, columns, floor or ceiling of the building or adjoining displays. Vendor shall be solely responsible for all damage resulting from such actions. All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Flammable paper decorations, cut evergreens or branches and balloons are not permitted. Vendor's display may not infringe on the rights of other Vendors or offend participants. NCSI and the hosting organization reserve the right to reject, in whole or in part, and at any time, an exhibit which, in their sole opinions, is objectionable to participants.

**25. SPACE REQUIREMENTS AND RESTRICTIONS:** One tabletop space will include a minimum 5' x 2 1/2' table, a tablecloth, and standard U.S. electrical power or the European equivalent. Vendor is responsible for providing adequate surge protection. The Vendor is to display equipment and products that will conform to the limitations of the display space as stated above. Any additional special services, including additional electrical power, must be requested in advance and cannot be guaranteed by NCSI. All exhibits must be displayed only within the assigned space.

**26. DISTRIBUTION OF MATERIALS, PROPERTY AND/OR SERVICES:** Vendor may provide, and/or distribute printed materials only within its exhibit space. Distribution of printed materials, handbills, printed invitations, and the posting of signs and posters in common areas is prohibited. Publication bins located at the event are reserved for NCSI approved publications. Vendor may not distribute tangible property (e.g. gifts, promotional items, samples, refreshments, printing, toys, prizes, etc.) or provide personal services with a value greater than \$20 to any event attendee or participant. Luxury items (e.g. massage stations, shoeshines, alcoholic beverages, cigars, limousines, etc.) may not be served without the prior written approval of NCSI. All aforementioned items must comply with established government ethics regulations. No raffles and/or contests may be conducted without the prior written approval of NCSI, which approval is in the sole discretion of NCSI.

**27. SALES OF PRODUCTS AND SERVICES:** The event is for information and demonstration purposes only. The Vendor will not engage in sales transactions and/or solicit or accept orders for products and/or services during the event.

**28. NO PRODUCT ENDORSEMENTS:** NCSI, the federal government, the sponsoring organization, co-sponsoring organization(s) and the hosting organization do not approve, endorse or recommend the use of any specific commercial product or service. Vendor will not represent, advertise or imply either verbally or in writing, that its products or services are approved, endorsed, or recommended by NCSI or any of the aforementioned organizations.

**29. VENDOR MANUAL:** NCSI may distribute to Vendors a hard-copy or electronic version of our Exhibitor's Manual. Alternatively, NCSI may publish an Exhibitor Resources page on the event's website. In either case, all applicable terms, conditions, rules, regulations and policies set forth in the aforementioned documents shall hereby be incorporated herein and made a part hereof. NCSI reserves the right at any time to alter, change or modify any provision of these documents and the Vendor agrees to be bound by such alteration, change or modification.

**30. GOVERNING LAW AND JURISDICTION:** This contract shall be governed by and subject to the laws of the State of Maryland and all matters whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this contract shall be heard in the appropriate Court for, at NCSI's option, either Howard County, Maryland or Montgomery County, Maryland, which Court shall have exclusive jurisdiction and venue. Each of the parties hereby waives trial by jury in any action, proceeding or counterclaim arising out of or in any way connected with this contract.

**31. FEDERAL GOVERNMENT VENDORS:** NCSI offers Government exhibitors GSA Schedule (GS-07F-0444W) discounted pricing. In the event of a conflict between this contract and federal law and/or the Federal Acquisition Regulations (FAR), the federal law, jurisdiction and/or FAR shall prevail.

**32. NOTICES:** All notices shall be given in writing and shall be deemed to have been duly given 1) upon receipt, if delivered by hand, recognized overnight courier, facsimile or e-mail; or 2) one (1) day following the date of posting, if mailed postage prepaid by certified or registered mail, return receipt requested.

**33. NO WAIVER:** No failure on the part of any party at any time to require the performance by any other party of any term of this contract shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of any party of any term of this contract shall be taken or held to be a waiver of any other term hereof or the breach thereof.

**34. NO MODIFICATIONS:** To ensure fairness and a level playing field for all vendors and to avoid any appearance of impropriety or the preferential treatment of any commercial vendor, NCSI will not negotiate, change or modify the terms and conditions contained herein.

**35. SEVERABILITY:** The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.