



Exhibitor Agreement

PREAMBLE

This ICETECH 2022 Exhibitor Agreement (the Agreement) is between the ICETECH 2022 Exhibitor (the Exhibitor) and the ICETECH 2022 Organizer (the Organizer). The Organizer is the team consisting of the Society of Naval Architects and Marine Engineers (SNAME) and the SNAME Arctic Section.

Following this Preamble, this Agreement covers the following key elements of sponsorship:

- A. EXHIBITOR BENEFITS AND COSTS
- B. EXHIBITOR INFORMATION
- C. PAYMENT TERMS AND CONDITIONS
- D. EXHIBITOR TERMS AND CONDITIONS

A. EXHIBITOR BENEFITS AND COSTS

A.1 Summary of Benefits

- One full delegate registration for one authorized Exhibitor staff member.
- Additional staff not registered may register and pay on a daily or full conference basis at conference.
- Additional Exhibitor staff event or meal can also be purchased by the registered Exhibitor staff member.
- The Exhibit Hall will provide chairs, an exhibit table with linen covering, and electric mains cabling and power outlets at each table for each exhibitor, Wireless internet is also provided.
- Exhibit materials may be shipped unaccompanied ahead of time to a designated Calgary address and shall be received and stored at no cost.
- Publicity in addition to presence at exhibition hall shall include posting logo and name on ICETECH22 website, program, conference proceedings, and signage at entrance to exhibition hall.

A.2 Exhibitor Registration Cost

The Exhibitor registration cost including the above benefits is **\$CDN1500.00**.

A.3 Additional Information on Exhibitor Benefits

Conference Registration

All organizations signing up to exhibit at ICETECH 2022 shall be registered as an Exhibitor. The organization's Exhibitor registration fee includes one full conference registration for one Exhibitor staff. A maximum of three (3) Additional Exhibitor staff who are not registered conference delegates may attend but shall be restricted to the Exhibition Hall. Any participation in the Conference other than attendance to the Exhibitor's booth shall be organized and paid separately in addition to the Exhibitor fee. Event/meal tickets for Additional Exhibitor staff can pre-purchased on line as extra tickets by a registered delegate from the Exhibitor organization and, of course, Additional Exhibitor staff can purchase their own Conference delegate registrations. Additional Exhibitor staff names (3 maximum) can be provided with the Exhibitor Information in Section B of this Agreement or can be sent to secretariat@icetech22.org.

Exhibition Area and Tables

The Exhibit Hall will have chairs, an exhibit table with linen covering, and electric power outlets at each table for each exhibitor. An exhibition location and individual exhibitor plan shall be distributed to exhibitors roughly 2 weeks prior to the conference opening. Exhibitor locations will be arranged and labelled with the names of the exhibitors by the Organizer prior to the beginning of exhibitor's set-up access at 08:30 on the first day of the Conference.

Shipping of Exhibit Materials Ahead of Time

Information on shipping and receiving of unaccompanied shipments of exhibit materials to the Exhibit Hall will be provided in 2022 after the Conference venue is chosen.





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B. EXHIBITOR INFORMATION

By signing below, Exhibitor understands and agrees to abide by the terms and conditions (Section D) of this Agreement. Please provide the following information **exactly** as you wish relevant aspects of it to appear in any conference materials. All correspondence will be sent to the main contact person indicated below.

Company Information

Company Name (as it will appear in marketing materials): _____

Parent Company (if different from above): _____

Address: _____

City, State or Province, Postal Code or ZIP: _____

Country: _____

Company Phone: _____

Website: _____

Exhibitor's Manager/Main Contact

Name: _____

Title: _____

Email: _____

Phone: _____

Exhibitor Delegate to be Registered in Conference

Name: _____

Title: _____

Email: _____

Phone: _____

Names of Additional Exhibitor Staff (not registered as delegates)

1. _____
2. _____
3. _____

C. PAYMENT TERMS & SCHEDULES

C.1 Deposit and Payment Schedule

Exhibitor payments are due based on the following schedule:

Deposit due with signed Agreement	50%
Balance due June 1, 2022	100%
Agreements received after June 1, 2022	100%

C.2 Agreement

Exhibitor accepts as a part of this Agreement the Exhibitor Terms & Conditions in Section D hereof. The signor of this Agreement represents and warrants signor has been duly authorized to execute this binding Agreement on behalf of the named Exhibitor. Therefore, all payments due by Exhibitor to Organizer hereunder are non-cancellable and nonrefundable, except for the conditions set out in Section C.3 and Clauses E.5 and E.9, are due and payable by Exhibitor to Organizer under the terms hereof and Exhibitor agrees to pay the same.

C.3 Cancellation Fee Schedule

The following is the amount to be or retained by Organizer in the event of Exhibitor cancellation:

Before June 1, 2022	50%
On or after June 1, 2022	100%





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C.4 Agreement Information and Signatures

EXHIBITOR

ORGANIZER

Authorized Signature: _____ Authorized Signature: _____

Date: _____ Date: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Signatures on this Agreement mean the person or persons signing on behalf of the Sponsor shall be deemed to have full authority to do so on behalf of the Sponsor and the Sponsor shall have no right to claim against Organizer that such person or persons did not have such authority.

C.5 Exhibitor Cost

One Exhibitor: \$CDN 1,500

C.6 Payment Instructions

An invoice for the Exhibitor and amount due shall be sent to the Exhibitor upon receipt of this Agreement signed by the Exhibitor.

Accepted payment methods are cheque or wire transfer.

CHEQUE PAYMENT

Please be sure to reference invoice number and ICETECH 2022 on all payments. Cheques must be drawn on a bank in CANADIAN dollars and made payable to the **SNAME Arctic Section**. Cheques should be mailed to:

SNAME Arctic Section
#111, 104-1240 Kensington Road NW
Calgary, Alberta, T2N 3P7
CANADA

WIRE TRANSFER PAYMENT

Contact Organizer for Wire Transfer details at secretariat@icetech22.org



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D. EXHIBITOR TERMS & CONDITIONS

1. Organizer. The word 'Organizer' means the ICETECH 2022 Organizer which is the team of the Society of Naval Architects and Marine Engineers (SNAME) and the SNAME Arctic Section.
2. The word 'Exhibitor' means the Exhibitor as specified in the Agreement, and its officers, agents, employees, and any other representatives authorized to act for it in connection with its participation in the Conference.
3. The Organizer shall facilitate and provide the Exhibitor Benefits listed in Section A. If any changes in the benefits are required due to Exhibitor or circumstantial effects, these shall be agreed and implemented following consultation between the Exhibitor and Organizer.
4. Proceeds from sponsorship assist in the organization and provisions of ICETECH 2022. The Organizing Committee reserves the final right to allocate funds.
5. Cancellations requests by Exhibitor must be received in writing. Requests received prior to or June 1, 2022 will be subject to cancellation fee equal to 50% of the Exhibitor cost. Cancellation requests received after June 1, 2022 will be subject to cancellation fee of 100% of the cost.
6. Any dispute of this contractual Agreement, if not negotiable between Exhibitor and Organizer, shall be resolved by application of the laws of the State of Virginia. The parties to this Agreement consent to jurisdiction and venue of the U.S. Federal and Virginia State Courts in Fairfax County, VA.
7. Any payment due under this Contract which is not made within 30 days after the due date thereof shall be subject to simple interest in the amount of one percent (1%) per month until paid in full. Payment of any such unpaid amount, plus interest, shall be made to the Organizer upon demand.
8. The Organizer may terminate the Conference (or reduce the conference scope) when the Organizer reasonably believes that the holding of the Conference, or the Organizer's performance under the contract, is substantially or materially interfered with by a cause or causes not reasonably within the Organizer's control. A cause or causes not reasonably within the Organizer's control includes, but is not limited to, the current COVID pandemic effects, insufficient number of delegates registering, fire, casualty, flood, earthquake, explosion, and other causes beyond the control of the Organizer
9. If a conference cancellation or transition to a virtual format occurs, the following refund policy is in place:
 - a. Termination – 100% of the exhibition payment paid by Exhibitor shall be refunded to Sponsor.
 - b. Virtual Format – 80% of the exhibition payment paid by Exhibitor shall be refunded to the Exhibitor.
10. Liability and Indemnification. The Exhibitor agrees to indemnify and hold harmless the Organizer, owner, Conference facility, and local government where the conference is held, against any claim, loss, suit, damage, judgment, expense, cost settlement payment, and charge of every kind, including attorney fees for personal injury, death, property damage, or other cause, sustained or claimed by any person resulting from any acts or omissions of the Exhibitor, or the Exhibitor's occupancy of its contracted space or its participation in the Conference..
11. The Organizer shall attempt to avoid, but shall not be held liable for, any error or omission in the Exhibitor Official Directory or in promotional materials and shall attempt to rectify such errors or omissions when made aware of them or advised by the Exhibitor.

I have read and understand the Terms & Conditions.

Please initial: _____
