

## **NJ Science & Engineering Festival (“NJSEF”) -Terms & Conditions**

*(For additional information, please refer to the Festival website at [www.njsciencefestival.org](http://www.njsciencefestival.org) or contact Michael Paitchell at [mpaitchell@aol.com](mailto:mpaitchell@aol.com))*

**By participating in the New Jersey Science and Engineering Festival, in any capacity including but not limited to, as an Exhibitor, Presenter, Performer, Vendor, (hereinafter collectively “exhibitor”), I agree to the following terms and conditions:**

- All content, materials, exhibits and the like shall be appropriate for a family audience.
- NJSEF will provide tenting, tables, chairs and electricity as specified.
- Each Exhibitor shall provide all other booth materials and content.
- The Expo will be open to the public Saturday and Sunday, October 23 and 24, 2010, 10:00am – 5:00pm. During these hours each Exhibitor shall properly and adequately staff its booth
- Each Exhibitor shall participate for the two full days. Exhibits cannot be dismantled or taken down prior to 5:30 pm, October 24, 5:30pm.and will begin on the evening of October 24 or morning of October 25 (depending on the complexity of your set-up).
- Each Exhibitor shall be assigned a time to set-up its booth. Set-up may begin on Friday, October 22 at 12 pm.
- All material used by you must not infringe on any copyright, trademark, patent, or other third party right. Each Exhibitor warrants and represents that to the best of his or her knowledge the exhibit, display, content and/or materials used and/or displayed do not infringe on any copyright, trademark, patent, or other third party right. Each exhibitor shall indemnify and hold harmless the NJSEF, its employees, representatives, members, officers, shareholders, attorneys, directors, agents, and anyone acting on behalf of the NSEF with respect to any claim, demand, judgment, and/or loss resulting from and/or relating to any copyright, trademark, patent or similar infringement.
- NJSEF reserves the right to allow and assign commercial sound recording, photography and/or filming by official sponsors. By participating in the Expo you, your employees, agents representatives and/or anyone acting on behalf of each exhibitor shall hereby give the NJSEF permission to use such sound recording, photography and/or filming to promote the NJ Science & Engineering Festival, including but not limited to, displaying such recordings on the NJ Science & Engineering Festival website. You further understand that you shall not be compensated for this use and that you, your agents, employees, representatives and anyone acting on your behalf shall NOT be compensated for the use of these recordings, photographs and/or films.
- **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE NJSEF, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, ASSIGNS, DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, PLANNERS, ATTORNEYS, AND ANYONE ACTING ON BEHALF OF THE NJSEF from and against any and all claims, causes of action, suits, promises, LOSS, DAMAGE, INJURY, JUDGMENT, SUIT, AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS, INCURRED AND/OR CAUSED BY REASON OF ANY CLAIM FOR BODILY INJURY OR OTHER LOSS, INCLUDING DEATH, PROPERTY DAMAGE TO REAL AND/OR PERSONAL PROPERTY ,OF ANY KIND WHATSOEVER, INCURRED BY ANY PERSON ARISING OUT OF OR OCCURRING IN CONNECTION WITH YOUR PARTICIPATION IN THE FESTIVAL.**
- The permission to participate in the Festival is strictly given to you and shall not be assigned, subcontracted to a third person or entity without the prior written consent of the NJSEF.
- NJSEF reserves the right to cancel the Festival at any time for any reason, including but not limited to Acts of God, war, any terrorist act or threat of terrorist act, government regulation, riots, disaster, strikes, or other circumstances outside of NJSEF’s control, without prior notice to you, and you acknowledge and agree that you shall have no right to damages, costs and/or expenses incurred, due to the cancellation and/or your inability to exhibit and/or participate in the Festival.

- Each Exhibitor shall supply a written list of chemicals, liquids or gases to be used in their booths and each hereby warrants and represents that any and all liquids, gases, and chemicals used do not violate any federal, state and/or local law and shall be safe for their intended use. **YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE NJSEF, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, ASSIGNS, DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, PLANNERS, ATTORNEYS, AND ANYONE ACTING ON BEHALF OF THE NJSEF from and against** any and all claims, causes of action, suits, promises, **LOSS, DAMAGE, INJURY, JUDGMENT, SUIT, AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS, INCURRED AND/OR CAUSED BY REASON OF ANY CLAIM FOR BODILY INJURY OR OTHER LOSS, INCLUDING DEATH, PROPERTY DAMAGE TO REAL AND/OR PERSONAL PROPERTY ,OF ANY KIND WHATSOEVER, INCURRED BY ANY PERSON ARISING OUT OF OR OCCURRING IN CONNECTION WITH THE CHEMICAL, LIQUID, GAS AND/ OR SUBSTANCES USED BY YOU IN YOUR PARTICIPATION IN THE FESTIVAL.**

THE NJSEF reserves the right to revoke your participation in the Festival for any reason.