RULES AND REGULATIONS

CONFERENCE CENTER @ NCBIOTECH
5 T. W. Alexander Drive, P. O. Box 13547, Research Triangle Park, NC 27709-3547
Phone: (919) 549-8882 • Fax: (919) 558-0105

A. EVENTS: The CONFERENCE CENTER @ NCBIOTECH is available for non-religious and non-political events, business and educational meetings. CLIENT certifies that this event(s) is not related to non-life science events including any religious or political organization, to fund-raising, and is not a private social event such as a wedding, birthday or marriage anniversary party. The CENTER reserves the right to review any meeting materials, and any advertisement containing the name of the CONFERENCE CENTER @ NCBIOTECH.

B. INSURANCE: The CONFERENCE CENTER @ NCBIOTECH may require proof of insurance coverage if it is determined that the nature of the CLIENT's event poses a significant liability risk to the CONFERENCE CENTER @ NCBIOTECH. CLIENT agrees to provide evidence of such insurance upon request.

C. COMPLIANCE WITH LAWS AND REGULATIONS: The CLIENT will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies applicable to the CLIENT; and by facility Rules and Regulations as provided by the CONFERENCE CENTER @ NCBIOTECH, and the CLIENT will require that its agents or employees likewise comply with said facility Rules and Regulations.

No activities related to or arising from the CLIENT’s use of the Premises in violation of federal, state or local laws or ordinances shall be permitted, and it shall be the responsibility of the CLIENT to enforce this provision. No loud or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by the CLIENT on the Premises and nothing shall be presented, used, or sold by the CLIENT at the events that is contrary to law or prohibited by any local ordinance. The CLIENT agrees to abide by and be bound by the decision of the CONFERENCE CENTER @ NCBIOTECH should any questions arise under this paragraph.

D. LICENSES AND PERMITS: The CLIENT agrees to pay promptly all taxes, excise or license fees (and to obtain all licenses or permits) applicable to the CLIENT’S activities and related to the CLIENT’s use of the space as required by federal, state or local laws and ordinances; and the CLIENT agrees to provide evidence of same to the CONFERENCE CENTER @ NCBIOTECH upon request. The CLIENT also agrees to advise all exhibitors offering goods for sale that applicable sales tax must be paid.

E. CATERING: Food, beverage and catering guarantees must be received 10 business days prior to the event. No outside food or beverages are allowed on the Premises. In accordance with North Carolina Health Department recommendations regarding food health and safety, any leftover food and beverages must remain on the Premises of the Center and cannot be removed from the event space by the CLIENT. All leftover food and drink will be removed by the Center at the conclusion of the meal and/or break function. Caterer may refuse to serve event attendees they feel have had too much to drink. Alcoholic beverages are limited to beer and/or wine and are permitted at the Premises after 4:00 p.m.
F. TOBACCO PRODUCTS: Use of tobacco products including vaping is not permitted within the CONFERENCE CENTER @ NCBIOTECH buildings. Smoking and use of tobacco products shall take place outside of the facility.

G. PUBLIC SAFETY: The CLIENT agrees at all times to conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the CONFERENCE CENTER @ NCBIOTECH to assure such safety. All portions of sidewalks, entries, doors, passages, vestibule, halls, corridors, stairways, and all ways of access to public utilities of the Premises shall be kept unobstructed by the CLIENT and shall not be used for any purpose except for ingress or egress to and from the Premises. The CLIENT agrees not to bring onto the Premises any material, substances, equipment, or object which is likely to constitute a hazard to the property thereon without the prior approval of the CONFERENCE CENTER @ NCBIOTECH. The CONFERENCE CENTER @ NCBIOTECH shall have the right to refuse any such material, substances, equipment, or object to be brought onto the Premises and the further right to require its immediate removal therefrom if found thereon.

H. COPYRIGHTS: The CLIENT will assume all costs, liabilities and claims arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. To the full extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless the CONFERENCE CENTER @ NCBIOTECH from any claims or costs, including legal fees, which might arise from question of the CLIENT's use of any such material described above.

I. SERVICES RENDERED: The CONFERENCE CENTER @ NCBIOTECH will provide at its own expense heating and air conditioning, water and sewer, overhead lighting and electricity for ordinary use, basic janitorial services (excluding weekends), use of the public address system as installed at the Premises, and normal event set-up.

J. UTILITY CONNECTIONS: The proposed installation of electricity, gas and plumbing required for an event beyond that already supplied at the Premises and the Assigned Space must be submitted to and approved in advance by the CONFERENCE CENTER @ NCBIOTECH. All such connections and related work will be at the expense of the CLIENT, including any related costs incurred by the CONFERENCE CENTER @ NCBIOTECH.

K. PARKING: All parking rights and privileges are under the control of and reserved by the CONFERENCE CENTER @ NCBIOTECH. Parking is provided to the CLIENT at no charge. Parking for large vehicles must be arranged and approved by Conference Center staff. No emergency access lanes can be blocked by event traffic.

L. CLIENT'S PROPERTY: The CONFERENCE CENTER @ NCBIOTECH will accept delivery of property addressed to the CLIENT one business day before the event with arrangement and approval of Conference Center staff only as a service to the CLIENT. To the extent permitted by law, the CLIENT shall indemnify and hold harmless the CONFERENCE CENTER @ NCBIOTECH from and against any and all liabilities, demands, losses, damages, costs, and expenses, (i) to such property in the receipt, handling, care and custody of such property at any time (including, without limitation, any and all costs and expenses of defense and attorneys' fees) and (ii) related to or arising out of threatened or actual claims from a third party for loss or damage to property of such third party on the Premises of the CONFERENCE CENTER @ NCBIOTECH during the time covered by the reservation agreement.

M. CONTROL OF PREMISES AND RIGHT OF ENTRY: In renting the Assigned Space to the CLIENT, it is understood that the CONFERENCE CENTER @ NCBIOTECH does not relinquish the right to control the management thereof, and to enforce all applicable laws, Rules and Regulations. Duly authorized representatives of the CONFERENCE CENTER @ NCBIOTECH may enter the Premises and Assigned Space to be used, and all the Premises at any time and on any occasion without any restriction whatsoever. All facilities including the area which is the subject of this Agreement, and all parking areas shall always be under the control and charge of the CONFERENCE CENTER @ NCBIOTECH.

N. CARE OF PREMISES: The CLIENT shall not injure, nor mar, nor in any manner deface said Premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said Premises or equipment therein shall be in any manner injured, marred or defaced, and will not drive nor permit to be driven nails, hooks, tacks, or screws into any part of said building or equipment contained therein; and will not make or allow any alterations of any kind to said building or equipment contained therein.
O. SIGNS AND POSTERS: The CLIENT will not post nor allow to be posted any signs, cards, or posters except on such display areas as the CONFERENCE CENTER @ NCBIOTECH may provide. The use of such areas is a non-exclusive right. All material is subject to the approval of the CONFERENCE CENTER @ NCBIOTECH prior to the time it is posted.

P. POLICING EVENTS: The CONFERENCE CENTER @ NCBIOTECH reserves the right to eject or cause to be ejected from the Premises any intoxicated or any disorderly person or persons, and neither the CONFERENCE CENTER @ NCBIOTECH nor any of its officers, agents, or employees shall be liable to the CLIENT for any damage that may be sustained by the CLIENT by the exercise of the CONFERENCE CENTER @ NCBIOTECH.

Q. SEATING CAPACITY: The CLIENT will not permit participants of CLIENT’s event(s) to exceed the seating capacity of the designated area for use as determined by the CONFERENCE CENTER @ NCBIOTECH.

R. EVACUATION: Should evacuation of the Premises become necessary in the judgment of the CONFERENCE CENTER @ NCBIOTECH because of threat or natural disaster or for other reasons of public safety, the CLIENT will so evacuate following instructions given by the CONFERENCE CENTER @ NCBIOTECH staff and will have possession of the Premises thereafter for sufficient time to complete presentation of its event without additional rental providing such time does not interfere with other space at the CONFERENCE CENTER @ NCBIOTECH. If it is not possible to complete presentation of the event, rental shall be waived, prorated or adjusted at the discretion of the CONFERENCE CENTER @ NCBIOTECH and the CLIENT hereby waives any claim for damages or compensation against the CONFERENCE CENTER @ NCBIOTECH.

S. TERMINATION OF EVENT. The CONFERENCE CENTER @ NCBIOTECH retains the right to cause the termination of any event in the interest of public safety and the CLIENT hereby waives any claim for damages or compensation against the CONFERENCE CENTER @ NCBIOTECH in the event of such termination, subject to a rent waiver, adjustment or proration as set forth in Section Q above.

T. ADVERTISING. The CLIENT agrees that all advertising of the event will be honest and true and will include accurate information on the planned event. The CLIENT understands that all advertisements, descriptions, or announcements related to the event(s) should be characterized as being at the CONFERENCE CENTER @ NCBIOTECH. The CENTER reserves the right to review any meeting materials and any advertisement containing the name of the CONFERENCE CENTER @ NCBIOTECH.

U. LOST ARTICLES: The CONFERENCE CENTER @ NCBIOTECH shall have the sole right to collect and have the custody of articles left in the Premises by persons attending any event given or held in the Premises, and the CLIENT or any person in CLIENT’s employ shall not collect nor interfere with the collection or custody of such articles. The CONFERENCE CENTER @ NCBIOTECH does not assume any responsibility of such property.

V. PHOTOGRAPHY: The CONFERENCE CENTER @ NCBIOTECH shall have the ability to take photos of events in public area to be used for general CONFERENCE CENTER @ NCBIOTECH advertisement and marketing purposes. The CLIENT may opt out of having photos taken while utilizing space in the CONFERENCE CENTER @ NCBIOTECH.