NERCOMP 2017

The following Terms and Conditions govern this contract ("Contract") between EDUCAUSE and the participating corporation ("Corporation"):

1. Acceptance. Acceptance of this Contract by EDUCAUSE is effective when (1) a copy of this Contract is signed by an authorized representative of your organization; (2) your organization has secured its space with a credit card (see Section 3 below); and (3) this Contract is accepted by EDUCAUSE.

2. Conference Location, Dates, and Times.

NERCOMP 2017 will take place March 27-29

Rhode Island Convention Convention Center
One Sabin Street, Providence, RI 02903

3. Payment. Participation must be secured by credit card.

4. Participation. Corporate participation is based on first-come, first-served basis.

5. Promotional Materials and Marketing Activities. Corporation agrees that the use and distribution of promotional materials at or around the conference, or in hotel areas immediately prior to and during the conference, including, but not limited to, flyers, circulars, and souvenirs, is subject to approval by EDUCAUSE and must be distributed within the limits of Corporation's contracted space, except for promotional materials approved by EDUCAUSE for inclusion in preconference mailings. **No electronic distribution is allowed at any time.**

6. Endorsement by EDUCAUSE. Unless expressly indicated otherwise, EDUCAUSE does not endorse or assume responsibility for any corporation and its products and services. Mere participation in the conference does not imply such endorsement. As such, Corporation understands and agrees that it may not advertise or otherwise represent that EDUCAUSE endorses its products and services unless such endorsement does in fact exist. An endorsement by EDUCAUSE will exist only if there is writing explicitly indicating endorsement, signed by both parties.

7. Right to Eject Companies. Corporation understands and agrees that its attendance and participation at the conference must comply with all provisions of this Contract. If EDUCAUSE determines Corporation is in breach of this Contract, EDUCAUSE may terminate this Contract and eject Corporation from the conference without a refund or liability to EDUCAUSE.

8. Sales. NERCOMP 2017 is a forum for the exchange of information on all aspects of managing information resources in higher education. Company participation is intended to support this objective. Any activity that might lead to profit or political advantage for any single organization is discouraged. Because of this ruling by the IRS regarding corporate income for associations, companies participating in the NERCOMP conference must not take orders for products or services during conference activities**.**

9. Company Property. Neither EDUCAUSE nor the conference facility shall be liable for loss or damage to any Corporation property in storage, in transit to or from the conference, or while in hotel building or premises.

10. Cancellation by Participating Corporation; Liquidated Damages. While Corporation may cancel this Contract at any time, Corporation understands and agrees that EDUCAUSE will incur damages from the Corporation's cancellation. Due to the difficulty of determining such damages, Corporation agrees the following is a reasonable estimate of such damages and agrees to pay the following as liquidated damages in the event of Corporation's cancellation:

Date written notice of cancellation is received by EDUCAUSE:	Cancellation fee is:
Nov. 1–December 1, 2016	50% of participation fee
Dec, 2, 2016- January 3, 2017	75% of participation fee
After January 3, 2017	No Refund

In order for cancellation to be effective, EDUCAUSE must be notified in writing, and the date of cancellation will be the date EDUCAUSE receives such notice.

11. Cancellation, Termination, or Postponement by EDUCAUSE. In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible by EDUCAUSE, the parties shall mutually amend or terminate the agreement at EDUCAUSE's option. EDUCAUSE shall not be financially liable in the event the show is interrupted, canceled, moved, or dates changed, except as provided herein.

12. Outstanding Debts. All outstanding debts owed to EDUCAUSE must be paid prior to participation in the conference. If such debts remain unpaid at the time of the conference, EDUCAUSE reserves the right to exclude Corporation from the conference without liability. Failure of EDUCAUSE to exercise rights under this provision will not waive EDUCAUSE's right to full collection.

13. Entirety of Contract. This Contract and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of EDUCAUSE.

14. Severability. If any provision or provisions of this Contract are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. Choice of Law. This Contract will be construed under the laws of the State of Colorado.

16. Indemnification; Limitation of Liability. Corporation assumes full responsibility for the acts, omissions, and conduct of its representatives, agents, and contractors and agrees to indemnify, hold harmless, and defend EDUCAUSE, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of EDUCAUSE's gross negligence or intentional acts. In any event, EDUCAUSE's liability to Corporation under this contract shall be limited to and not exceed the amount of fees paid by Corporation.

Please sign below and e-mail to corp@educause.edu or fax to the attention of Corporate Services at 303-440-0461.

I understand that our participation must conform to these terms and conditions provided by EDUCAUSE.

Name: _____

Company: _____

Signature: _____
Date: _____