



# EXHIBITION SPACE APPLICATION AND CONTRACT

## 2009 IEEE MTT-S International Microwave Symposium

Boston Convention and Exhibition Center, Boston, MA • June 9-11, 2009

Exhibition Manager: MP Associates, Inc., 1721 Boxelder St., Ste. 107, Louisville, CO 80027

Tel: 303-530-4562 • Fax: 303-530-4334

### INSTRUCTIONS

Number of booth spaces desired: \_\_\_\_\_

Total Cost @ \$3450/booth: \$ \_\_\_\_\_

Configuration:  Linear  Island  Cross Aisle

Booth No. Preference: First Choice \_\_\_\_\_

Second Choice \_\_\_\_\_ Third Choice \_\_\_\_\_

If none of Booth Preferences is available, please:

\_\_\_\_\_ Assign best available \_\_\_\_\_ Contact prior to placement

Neighbor Preferences: (Attach lists if necessary)

Near: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- For application submitted: by June 19, 2008 deposit will be invoiced
- June 20 to Jan. 15, 2009 deposit of \$1725 per booth (10' x 10') required with application
- After Jan. 15, 2009 payment of \$3450 per booth (10' x 10') required with application

Check payable to IEEE IMS 2009 for \$ \_\_\_\_\_  
representing \$ \_\_\_\_\_ /booth is enclosed.

Away from: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The organization or firm designated below wishes to contract to license exhibit space at the 2009 IEEE-MTT-S International Microwave Symposium in Boston, MA June 9-11, 2009. First-time Exhibitors, please attach product list or company description.

A deposit will be due upon invoicing on the date noted; the amount will depend on the date the contract was received and amount of licensed space.

In accordance, the undersigned agrees to the following provisions: Space will be assigned by The Management on the basis of priority order for contracts received by June 19, 2008 (Exhibitor Breakfast) and in the order they were received thereafter, and the above exhibitor defined specifications. If exhibitor fails to pay the required space licensing fees on or before January 15, 2009, exhibitor's right to exhibit may be cancelled without further notice or refund of any deposit. If exhibitor cancels its participation in the exhibition, such cancellation shall be considered on its part, and any monies paid hereunder shall be retained by The Management as liquidated damages. EXHIBITOR AND THE MANAGEMENT SHALL BE BOUND BY THE TERMS, CONDITIONS AND RULES for exhibiting in this IEEE MTT-S TECHNICAL EXHIBIT. Any amount payable to IMS pursuant to this contract and not paid by the above deadlines shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less.

COMPANY/ORGANIZATION \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP/POSTAL CODE \_\_\_\_\_ COUNTRY \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ - \_\_\_\_\_ WEB ADDRESS \_\_\_\_\_

NAME (please print) \_\_\_\_\_ TITLE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

(authorized signature)

CONTACT NAME \_\_\_\_\_

CONTACT ADDRESS (if different from above) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP/POSTAL CODE \_\_\_\_\_ COUNTRY \_\_\_\_\_

CONTACT PHONE ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX ( ) \_\_\_\_\_

CONTACT EMAIL \_\_\_\_\_

### FOR MANAGEMENT'S USE ONLY

Total Booth Sq. Ft. Licensed \_\_\_\_\_ Contract Received \_\_\_\_\_

Booth Assigned \_\_\_\_\_ Total Amount Due \_\_\_\_\_

# REGULATIONS AND CONDITIONS OF CONTRACT

This Agreement made this date, \_\_\_\_\_, By and Between,

the Institute for Electrical and Electronics Engineers "IEEE" Microwave Theory and Techniques Society, the International Microwave Symposium "IMS", and MP Associates, Inc. "MPA", hereinafter all three collectively referred to as "The Management". By agreeing to this contract, exhibitor agrees to be bound by the International Microwave Symposium Exhibition Operating Rules and Regulations" provided by The Management.

## 1. PURPOSE AND ARRANGEMENT OF EXHIBITS

The main purpose of the IMS is educational and the exhibits together with the technical sessions are vital elements of this process. The Management and the exhibitor agree that the purpose of the exhibition is educational, and will conduct them accordingly.

The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to The Management before construction is ordered.

Licensed Space. Exhibitor is licensed to use exhibit space which includes the following exhibit equipment: 8' high backwall drape, 36" high side rails, plus a 7" x 44" sign featuring the exhibitor's name and booth number. Aisle carpeting, general guard security and general aisle cleaning are provided.

However, The Management accepts no liability for losses or damages of any kind sustained through the exhibition. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

Linear Booths (10' x 10', 10' x 20', 10' x 30', etc.) in-line booths with a common backwall touching an aisle may have a full backwall (standard height is 8') and the sidewalls must drop to 48", 5' from the aisle. Every exhibitor shall be allowed a backwall of at least 10' wide. Hanging signs are not permitted in linear booth configurations.

Cross-aisle booths (minimum 200 square feet/maximum 400 square feet) Cross aisle booths: a cross aisle booth is a series of standard inline booths facing a similar series of standard inline booths across the aisle. Hanging signs are not permitted and nothing may be placed in or above the connecting aisle.

Island Exhibits have four open sides. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'.

Split-Island Exhibits are open on three aisles. The common backwall for this type of exhibit is a full backwall from aisle-to-aisle, however, the backwall may not exceed 10'. Split-island exhibit booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth. The top of hanging signs may not exceed 25'

## 2. EXHIBITION OPERATING RULES AND REGULATIONS

Exhibitor agrees to be bound by the Rules and Regulations established in the "International Microwave Symposium Exhibition Operating Rules and Regulations" included herein by reference. This document details the conditions under which exhibitors agree to participate and will be strictly enforced by The Management.

## 3. FIRE, SAFETY AND HEALTH

The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Exhibitor further agrees to comply with all Fire, Safety and Health guidelines as defined in the "Exhibition Operating Rules and Regulations."

## 4. UNION LABOR

Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.

## 5. SUBLICENSING OF SPACE

The exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to exhibitor or to have representatives, equipment or materials from any other firms than their own in the exhibit space without the written consent of The Management. Only one company shall be considered as the exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary, parent, or affiliate of the exhibitor.

## 6. OFFICIAL CONTRACTORS

The official contractor has been designated to perform services for an exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, cleaning and other service. No exhibitor or representative shall contract for such services with other than the said official contractor without the express written consent of The Management, which, for reasons of security, in its sole discretion can deny such permission.

## 7. LIABILITY AND INSURANCE

The exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, The Management, Boston Convention and Exhibition Center, and its employees and agents, against all claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by exhibitor installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of the Boston Convention and Exhibition Center, its employees and agents.

In addition, exhibitors acknowledge that The Management and the Boston Convention and Exhibition Center do not maintain insurance covering exhibit property and that it is the responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses sustained through exhibition.

## 8. CONVENTION CENTER AND HOTEL PUBLIC SPACE

The Management maintains control of all space in the convention center and official IMS hotels (defined as those hotels with which IMS has a room contract and is listed as a "participating hotel"). Exhibitor agrees to comply with guidelines as defined in the "Exhibition Operating Rules and Regulations" for use of any meeting rooms, hospitality suites and/or function space.

## 9. UNOCCUPIED SPACE

The Management reserves the right, should any exhibitor's licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.

## 10. INABILITY TO PERFORM

If The Management should be prevented from holding the exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the exhibitor to occupy his space due to circumstances beyond its control, The Management will refund to the exhibitor the amount of the license fee paid by them, less a proportionate share of the exhibition expenses, and The Management shall have no further obligation or liability to the exhibitor. If the exhibitor shall have made no license payment, they nevertheless shall be obligated to pay their proportionate share of such expenses.

## 11. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the Boston Convention and Exhibition Center. Exhibitors are required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

## 12. ASSIGNMENT OF EXHIBIT SPACE

The Management shall assign the exhibit space to the exhibitor for the period of the exhibition (provided the exhibit building is made available to The Management) in priority order based on the International Microwave Symposium priority rules and/or receipt of contract. Such assignment is made for the period of this exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the exhibitor's space choices whenever possible, but The Management's decision will be final. The Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. The Management reserves the right to withdraw its acceptance of this application/contract if it

determines in its sole discretion that the exhibitor is not eligible to participate or the exhibitor's product or service is not eligible to be displayed in this exhibit.

## 13. AMENDMENTS

The regulations have been formulated for the best interest of the exhibitors as well as this exhibition and The Management. All matters and questions not covered by these regulations or in the Exhibition Operating Rules and Regulations are subject to the decisions of The Management. This contract and/or the "Exhibition Operating Rules and Regulations" may be amended at any time by The Management and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. The Management has sole right to determine the eligibility of any company or product for inclusion in the exhibition.

## 14. MISCELLANEOUS

This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising for this contract shall be in the State of New York.

No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract.

Note: It is the exhibitor's responsibility to understand the guidelines governing exhibitor participation as set forth in this contract and the "Exhibition Operating Rules and Regulations". Please refer to these when necessary or call the IMS office for further information.

## LICENSING INFORMATION

### PRICING

*Pricing for 2009 is \$3450 per booth. Exhibit space must be licensed in 10' x 10' increments*

*Exhibit licensing includes:*

*Illuminated exhibit space with 8' high backwall drape if needed and 3' high side rails*

*A 7" x 44" identification sign with your company name and booth number (in-line booths only)*

*General exhibit hall security service*

*Daily aisle cleaning service*

*A descriptive listing in the official Exhibit Guide, which can later serve your prospective buyers as a product directory*

*An IMS web booth*

*Access to the IMS promotional programs*

*Priority space selection for 2010 IMS*

*Choice of hotel accommodations, including hospitality suites and meeting space in the convention center*

*Access to discounted conference registrations*

## CANCELLATION AND DEPOSIT POLICY

A deposit equal to 50% of the total licensing fee is due within 30 days of invoicing from The Management. Exhibitors will be invoiced and must pay the balance of the licensing fee no later than January 15, 2009. If the 50% deposit is not received within 30 days of invoicing, or on or before October 1, 2008, whichever is later, this contract may be canceled at The Management's option. In the event The Management cancels this contract, exhibitor shall be liable for 50% of the total license fee. In the event this contract is not terminated by The Management, exhibitor shall be liable for the total license fee unless exhibitor cancels, in which case exhibitor's obligation to pay shall be as set forth below.

In the event exhibitor pays the licensing deposit but fails to pay the portion of the licensing fee due by January 15, 2009, The Management has the option of either: (1) canceling this contract, in which case exhibitor is obligated to pay the remainder of the licensing fee; or (2) leaving this contract in effect, in which case exhibitor will be liable for the remainder of the licensing fee. Any amount payable to IMS pursuant to this contract and not paid by the above deadlines shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less.

In the event exhibitor cancels or reduces space, exhibitor shall be obligated to pay a percentage of the licensing fee as set forth below.

However, an exhibitor shall not be permitted to reduce space unless the exhibitor has paid all amounts owed to The Management, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to

The Management associated with late cancellation or reduction of space.

## CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE

• After June 20, 2008 but before January 15, 2009

*50% of the total license fee for cancellation or reduction in exhibit space.*

• After January 15, 2009

*100% of the total license fee for cancellation or reduction in exhibit space. No refund or credit at any time.*

The IMS Management must be notified in writing of any cancellation or reduction in space.

In the case of a merger, payments received will be transferred to the parent company. Cancellation of space as a result of a merger will be charged a penalty based on the above cancellation forfeiture schedule.

The exhibitor assumes entire responsibility and hereby agrees to indemnify The Management for the loss of any sales, present or future, which may result from cancellation or reduction of space.

Hotel rooms and suites at the IMS participating hotels shall be cancelled immediately upon notification of cancellation of exhibit space at the 2009 IMS. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.