

CONTRACT FOR EXHIBIT SPACE

We hereby contract for exhibit space in the 2009 IEEE Sarnoff Symposium at the Nassau Inn, **Princeton, New Jersey**, to be held March 30, 31, and April 1, 2009. (Exhibition opens on March 31 from 9 am to 4 pm). We hereby agree to abide by show rules and regulations, and with the Basic Terms and Conditions printed on the reverse side/page-2 of this form.

Company Name: _____ Contact Name: _____
Address: (please do not use P.O. Box #) _____
City: _____ State: _____ Province: _____
ZIP Code: _____ Country: _____
Telephone: _____ Fax: _____
E-mail: _____ WebSite: _____

BOOTH RATES

	Advance (by Feb. 1, 2009)	Regular (after Feb. 1, 2009)	Quantity	Total Cost
12'x12' Booth	\$1,000	\$1,200		\$
10'x10' Booth	\$850	\$1,000		\$
8'x6' Table Top	\$500	\$600		\$

We wish to be located as close as possible to the following companies: _____

If possible, please do not locate our space adjacent to or directly across from the following companies:

Product/Services to be exhibited: _____

We are: ☐ Manufacturer ☐ Manufacturer's Rep ☐ Resellers ☐ Industrial Distributors _____
☐ Publishers ☐ Government Agency ☐ Testing/Certification ☐ Other _____

I would like to be contacted regarding promotional opportunities ☐

Advance booth registrations must be paid in full by Feb. 1, 2009. A 50% deposit of the full price of space contracted must be received with your signed application in order to assign a booth. Full payment is required by Feb. 15, 2009.

All Payments must be made in US Funds

Exhibitors are responsible for bank collection fees and /or discounts associated with their payment

Make all checks Payable to: IEEE Princeton/Central Jersey Section

Method of Payment: Check ☐ Visa ☐ M/C ☐ American Express ☐ Discover ☐

Acct: _____ Exp. Date: _____ CVC Card Verification Code: _____

Signature _____

AUTHORIZATION

I am authorized by my company to contract for exhibit space at the 2009 IEEE Sarnoff Symposium as indicated above. I have carefully read and accept the information and conditions contained herein.

Print Name: _____

Date _____

Signature: _____

Title: _____

PLEASE RETURN COMPLETED FORM TO:

Wei Wei

NEC Laboratories America, Inc.

4 Independence Way, Princeton, NJ 08540

Phone: (609) 951-2696

Fax: (609) 951-2499

E-mail: weiwei@nec-labs.com

Basic Terms and Conditions

1. Contract

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by 2009 IEEE Sarnoff Symposium, constitute a valid and binding contract.

2. Assignment of Space

Assignment of space to exhibitors and those making application will be made in the order of postmark, fax or email date.

2009 IEEE Sarnoff Symposium will continue to receive applications and assign exhibit space, as it remains available, until shortly before the show opening date. In all cases, total booth payment must be received prior to show opening. 2009 IEEE Sarnoff Symposium assignment of booths is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. After assignment, space location may not be changed, transferred or canceled by the Exhibitor **except** upon written request and with the subsequent written approval of 2009 IEEE Sarnoff Symposium management. 2009 IEEE Sarnoff Symposium *management reserves the right to reassign Exhibitor space or to modify floor plan for overall benefit of the show.*

3. Subletting Space

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc. not manufactured or distributed by the Exhibitor in the regular course of his business except upon prior written consent of 2009 IEEE Sarnoff Symposium Management.

4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein. Show Price per 8'x6' Table Top: \$600. Includes: Exhibit space; 8-foot high back drapes; 3-foot high side rails; identification sign, draped table with two chairs; electric power. Show Price per 10'x10' (12'x12') Booth: \$1,000 (\$1,200). Includes: Exhibit space; identification sign; draped table with four chairs; electric power, while Wired Internet Access: only upon prior request. Exhibitor can bring own booth to fit into the space; otherwise 8-foot high back drapes and 3-foot high side rails will be provided. Show aisles will be carpeted and cleaned. With the rental of each booth space there will be allocated one (1) full conference registration and an unlimited number of "exhibition only" passes.

5. Payment Requirements and Cancellation Charges

Applications require a 50% deposit before final booth assignment is confirmed in writing. All booth charges must be paid in full by Feb. 1, 2009. All applications received after Feb. 1, 2009 must be accompanied by full payment.

*All cancellations **must** be made in writing and will be based on the following schedule of refunds:*

Space reductions are considered cancellations and may be subject to cancellation fees.

On or before Feb. 1, 2009 50% of total booth cost will be refunded. After Feb. 1, 2009 no Refund will be permitted. No-show exhibitors will receive no refund.

It is understood that the 2009 IEEE Sarnoff Symposium reserves the right, at its option, to reassign a cancelled booth regardless of the cancellation rate assessed.

In the event that the premise in which the 2009 IEEE Sarnoff Symposium Show is conducted shall become, in the sole discretion of the 2009 IEEE Sarnoff Symposium, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of the 2009 IEEE Sarnoff Symposium, this agreement may be terminated by the 2009 IEEE Sarnoff Symposium. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense, or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient

labor, technical, or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment, local, state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God. Should 2009 IEEE Sarnoff Symposium terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that 2009 IEEE Sarnoff Symposium may, after computing the total amount of 2009 IEEE Sarnoff Symposium cost and expenses in connection with its preparation for and conducting of the 2009 IEEE Sarnoff Symposium Show, (including a reasonable reserve for claims and other contingencies Space reductions are considered cancellations and may be subject to cancellation fees.

6. Exhibit Booth Manning and Dismantling Schedule

A representative man must exhibit space during all times when Exhibition is officially open. Exhibit space must be maintained in a neat and orderly manner throughout the Exhibition. Exhibitors may begin dismantling **only** after 4pm, March 31, 2009. Move-out **must** be completed by 6pm, March 31, 2009. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials after 6pm, March 31, 2009 will be charged for the materials' removal. **Failure to observe this rule, including early dismantling, will result in a \$1,000 (U.S. Currency) fine and may jeopardize the exhibitor's space assignments or right to exhibit at future conferences sponsored by IEEE Princeton/Central Jersey Section.**

7. Loss or Damage

Exhibitor agrees that 2009 IEEE Sarnoff Symposium shall not be liable for any damage or liability of any kind or for any loss, damage or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by Exhibitor or any person thereon with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless, 2009 IEEE Sarnoff Symposium from all liability whatsoever, on account of any such damage, or injury, whether or not caused by negligence or breach of an obligation by Exhibitor or its employees or representatives.

Exhibitor will be liable for all damages or liability of any kind or for any loss, damage or injury to persons or any property during the show from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space.

8. Demonstrations

No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces.

9. Compliance

The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, State and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the Show is held.

10. Unions

It is further agreed that the Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the Show Facility or with authorized contractors employed by the 2009 IEEE Sarnoff Symposium

11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the 2009 IEEE Sarnoff Symposium management are made a part of this contract and that said Exhibitor agrees to be bound by each and all of these rules and regulations, and that the management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the Show.