

Address: (please do not use P.O. Box #)

Company Name: \_\_

35<sup>th</sup> Sarnoff Symposium May 21 and 22, 2012 Newark, New Jersey www.sarnoffsymposium.org

# **CONTRACT FOR EXHIBIT SPACE**

We hereby contract for exhibit space in the 35th IEEE Sarnoff Symposium at the New Jersey Institute of Technology, Newark, New Jersey, to be held May 21 and 22, 2012. (Exhibition is for both days, May 21 and 22, from 9 am to 4 pm). We hereby agree to abide by Symposium rules and regulations, and with the Basic Terms and Conditions printed on the reverse side/page-2 of this form.

Contact Name:

City: ZIP Code:		Province:			
	ountry:				
elephone:					
-mail:	WebSite	»:			
SOOTH RATES					
	Advance (by April 1, 2012)	Regular (after April 1, 2012)	Quantity	Total Cost	
12'x12'	\$1,000	\$1,200		\$	
10'x10'	\$850	\$1,000		\$	
8'x6' Table Top	\$500	\$600		\$	
roduct/Services to be  Ve are:	turer  Manufacturer's Rep [	☐ Resellers ☐ Industrial ☐ Testing/Certification ☐ Other	Distributors		
		notional opportunities  April 1, 2012. A 50% deposit of the fler to assign a booth. Full payment i			e received with yo
	gistrations must be paid in full by a signed application in ord	April 1, 2012. A 50% deposit of the f	s required by A unds uts associated w	pril 15, 2012.	received with yo
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**IEEE Princeton Central Jersey Section** 21 Aaron Drive, Millington, NJ 07946

## **Basic Terms and Conditions**

### 1. Contract

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by 35<sup>th</sup> 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.

35<sup>th</sup> IEEE Sarnoff Symposium will continue to receive applications and assign exhibit space, as it remains available, until shortly before the 35<sup>th</sup> IEEE Sarnoff Symposium opening date. In all cases, total booth payment must be received prior to 35<sup>th</sup> IEEE Sarnoff Symposium opening. 35<sup>th</sup> IEEE Sarnoff Symposium's 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 <u>except</u> upon written request and with the subsequent written approval of 35<sup>th</sup> IEEE Sarnoff Symposium management. 35<sup>th</sup> IEEE Sarnoff Symposium management reserves the right to reassign Exhibitor space or to modify floor plan for overall benefit of the 35<sup>th</sup> IEEE Sarnoff Symposium.

#### 3. Subletting Space

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods or apparatus not manufactured or distributed by the Exhibitor in the regular course of his business except upon prior written consent of the 35<sup>th</sup> IEEE Sarnoff Symposium Management.

### 4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein. Price per 8'x6' Table Top: \$600. Includes: Exhibit space; draped table with two chairs; electric power. Price per 10'x10' (12'x12') Booth: \$1,000 (\$1,200). Includes: Exhibit space; identification sign; draped table with three chairs; electric power, while Wireless Internet Access: only upon prior request. Exhibitor can bring own booth to fit into the space. 8-foot high back drapes and 3-foot high side rails will be provided if requested for an additional \$50 per day. With the rental of each booth space there will be allocated one (1) full conference registration. A number of "exhibition only" passes can be provided by prior request to the 35<sup>th</sup> IEEE Sarnoff Symposium Management.

# 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 April 15, 2012. All applications received after April 1, 2012 must be accompanied by full payment.

All cancellations <u>must</u> be in requested in writing and cancellations will be based on the following schedule of refunds:

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

On or before April 1, 2012 50% of total booth cost will be refunded. After April 1, 2012 no Refund will be permitted. No-show exhibitors will receive no refund.

It is understood that the 35<sup>th</sup> IEEE Sarnoff Symposium reserves the right to reassign a cancelled booth regardless of the cancellation rate assessed. In the event of cancellation by 35<sup>th</sup> IEEE Sarnoff Symposium, the exhibitor's fee will be refunded, with the amount of the Refund limited to (and not to exceed) the rental fee paid by the exhibitor.

In the event that the premise in which the 35<sup>th</sup> IEEE Sarnoff Symposium is conducted shall become, in the sole discretion of the 35<sup>th</sup> IEEE Sarnoff Symposium, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of the 35<sup>th</sup> IEEE Sarnoff Symposium, this agreement may be terminated by the 35<sup>th</sup> 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 35<sup>th</sup> 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 35<sup>th</sup> IEEE Sarnoff Symposium may, after computing the total amount of 35<sup>th</sup> IEEE Sarnoff Symposium cost and expenses in connection with its preparation for and conducting of the 35<sup>th</sup> IEEE Sarnoff Symposium, (including a reasonable reserve for claims and other contingencies), may occur Space reductions are considered cancellations and may be subject to cancellation fees.

# 6. Exhibit Booth Manning and Dismantling Schedule

An Exhibitor representative should be present in the exhibit booth during all times when the 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, May 22, 2012. Moveout <u>must</u> be completed by 6pm, May 22, 2012. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials after 6pm, May 22, 2012 will be charged for the materials' removal.

### 7. Loss or Damage

Exhibitor agrees that 35<sup>th</sup> 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, 35<sup>th</sup> 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 35<sup>th</sup> IEEE Sarnoff Symposium 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 35<sup>th</sup> IEEE Sarnoff Symposium 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 35<sup>th</sup> IEEE Sarnoff Symposium Facility or with authorized contractors employed by the 35<sup>th</sup> IEEE Sarnoff Symposium

## 11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the 35<sup>th</sup> 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 35<sup>th</sup> IEEE Sarnoff Symposium.