

Basic Terms and Conditions

1. Contract

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by EMC 2008 management, constitute a valid and binding contract.

2. Assignment of Space

Assignment of space to exhibitors is *based upon the IEEE/EMC booth allocation point system*. EMC 2008 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 payments must be received prior to show opening. **EMC 2008'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 cancelled by the Exhibitor **except** upon written request and with the subsequent written approval of EMC 2008 management. **EMC 2008 management reserves the right to reassign Exhibitor space or to modify floor plan for overall benefit of the show.**

3. Subletting Space

No exhibitor will 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 EMC Management.

4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein.

Show Price Per 10X10 Booth: Full booth price \$2500.00 if payment received with deposit by 10/19/07. \$2750.00 with deposit after 10/19/07. \$3000.00 if received after 02/22/08. Booths include: Exhibit Space; 8-foot high back drape; 3-foot high side rails; 7-inch by 44-inch identification sign, listing in the Advance Program and listing with profile in Final Program. Show aisles will be carpeted and cleaned.

With the rental of each booth space there will be allocated three (3) "exhibits only" passes and one full complimentary conference registration

5. Payment Requirements and Cancellation Charges

Applications require a 50% deposit before final booth assignment is confirmed in writing. All applicants must be paid in full by 22 Feb. 08. All applications received after 22 Feb 08 must be accompanied by full payment.

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

On or before **22 February 2008**...50% of total booth cost will be refunded.

After **22 February 2008**..No Refund will be permitted. "No-show" exhibitors will receive no refund. *Space reductions are considered cancellations and are subject to cancellation fees.*

It is understood that EMC 2008 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 EMC 2008 Show is conducted shall become, in the sole discretion of EMC 2008, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of EMC 2008, this agreement may be terminated by EMC 2008. 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 EMC 2008 terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that EMC 2008 may, after computing the total amount of EMC 2008 cost and expenses in connection with its preparation for and conducting of the EMC 2008 Show, (including a reasonable reserve for claims and other contingencies), refund to the exhibitor, as and for complete settlement and discharge of all said Exhibitor's claims and demands, an amount which bears the same relationship to the fee paid by said Exhibitor as the total refundable amount as computed above bears to the total amount of fees paid by all exhibitors.

6. Exhibit Booth Manning and Dismantling Schedule

A representative must man 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 **3:00pm Thursday, 21 August 2008**. Move-out **must** be completed by **11:59 a.m., Friday, 22 August 2008**. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials **after 11:59 a.m., Friday, 22 August 2008** 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/EMC.**

7. Loss or Damage

Exhibitor agrees with EMC 2008 that EMC 2008 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 thereof with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless, EMC 2008 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 EMC 2008 Show Facility or with authorized contractors employed by EMC 2008.

11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the EMC 2008 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.