



IEEE

IMS2011 Baltimore



EXHIBIT SPACE APPLICATION/CONTRACT

INSTRUCTIONS

- 1. Please read both sides of this contract carefully for the rules and regulations and print or type all information requested.
2. Complete and sign original copy and send to: MP Associates, Inc., IEEE MTT-S IMS2011, 1721 Boxelder St., Ste. 107, Louisville, CO 80027, USA
3. All requests for increases or decreases in exhibit space size must be submitted in writing.

EXHIBIT SPACE

Total number of booth spaces desired:

Configuration: In-line Cross-aisle Island

Booth # 1st 2nd 3rd choice.

Check here if your company is a first-time exhibitor.

Additional Comments:

The Management, in its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interest of the exhibit.

EXHIBIT SPACE PRICING AND PAYMENT SCHEDULE

Pricing for 2011 is \$3,550.00 per 10' x 10' booth. A deposit will be due July 15, 2010 or on the date noted on the invoice. The amount due will depend on the date the contract was received and the number of booths licensed. Final payment will be due January 14, 2011 or on the invoice date. For applications received after January 14, 2011, full payment of \$3,550.00 per booth (10' x 10') is required. Checks should be made payable to IEEE IMS2011 and mailed to 1721 Boxelder St., Ste. 107, Louisville, CO 80027, USA.

The Company/Organization designated below wishes to contract licensed booth space at the 2011 IEEE MTT-S International Microwave Symposium in Baltimore, Maryland from June 7-9, 2011. All deposits and account balances for licensed booth space will be paid following the payment schedule outlined in this contract. In accordance, the undersigned agrees to the following provisions: Space will be assigned by The Management on the basis of priority during on-site space selection, and thereafter in order of receipt and the above exhibitor-defined specifications. If exhibitor fails to pay the required space licensing fee on or before January 14, 2011, 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 IMS2011 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

phone

web address corporate email

name

title

authorized signature date

FOR MANAGEMENT'S USE ONLY

total booth sq. ft. licensed

contract received

booth assigned

total amount due

COMPANY LIAISON INFORMATION

contact name

company

mailing address

city state zip/postal code

country

phone

fax

email

financial contact

financial contact email

Submit your exhibit space application/contract to: MP Associates, Inc. 1721 Boxelder St., Ste. 107, Louisville, CO 80027 USA Tel: 303.530.4562 • Fax: 303.530.4334

## REGULATIONS AND CONDITIONS OF CONTRACT

This Agreement made this date,

By and Between,

and 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. 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 it 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 (for in-line booths only). 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.

**In-line Booths** (10' x 10', 10' x 20', 10' x 30') 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 in-line booth configurations.

**Cross-aisle Booths** (minimum 200 square feet/maximum 400 square feet) a series of standard in-line booths facing a similar series of standard in-line 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 may be a full backwall from aisle to aisle; however, the backwall may not exceed 10' without agreement from both exhibitors. 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 have representatives, equipment, or materials from any firms other 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, and cleaning. 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, the Baltimore Convention Center, and their 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 Baltimore Convention Center and its employees and agents. In addition, exhibitors acknowledge that The Management and the Baltimore Convention 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 licensing 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 Baltimore Convention 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. PUBLICITY** The Management may use exhibitor's name and any non-confidential materials provided by exhibitor on The Management's website, and for internal and trade purposes. The Management will be required to obtain exhibitor's advance approval to utilize exhibitor's trademarks or any exhibitor materials or information in press releases, brochures, or other event promotions.

**15. 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.

**SPACE LICENSE PRICING INFORMATION** Pricing for IMS2011 is \$3,550.00 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 the exhibitor's name and booth number (in-line booths only).
- General exhibit hall security service.
- Daily aisle cleaning service.
- A descriptive listing in the official Exhibition Catalog, which can later serve your prospective buyers as a product directory.
- An IMS eBooth.
- Access to the IMS promotional programs.
- Priority space selection for IMS2012.
- Choice of hotel accommodations, including hospitality suites and meeting space in the convention center.
- Access to discounted conference registrations.

**DEPOSIT AND CANCELLATION POLICY** The Management will invoice the exhibitor for appropriate deposit and/or full payment of the total licensing fee payable by the due date noted on the invoice. Exhibitors must pay the licensing fee per the due date on the invoice(s), or this contract may be cancelled at The Management's option.

In the event that either the exhibitor or The Management cancels this contract between July 30, 2010 and January 14, 2011, **exhibitor shall be liable for 50% of the total licensing fee.** Exhibitor shall be liable for the total licensing fee unless exhibitor notifies The Management in writing of its intent to cancel, in which case exhibitor's obligation to pay shall be as set forth below. In the event the exhibitor pays the 50% licensing deposit but fails to pay the portion of the licensing fee due by January 14, 2011, The Management has the option of either: (1) cancelling 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 dates in the schedule below 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.

### REDUCTION OF SPACE/CANCELLATION FORFEITURE SCHEDULE

<b>May 25 to July 30, 2010</b>	No penalty on cancellation or reduction of licensed space.
<b>After July 30, 2010 but on or before January 14, 2011</b>	50% of the total license fee for cancellation or reduction in exhibit space.
<b>After January 14, 2011</b>	100% of the total license fee for cancellation or reduction in exhibit space.

No refund or credit at any time. The IMS office 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 meeting space at the IMS2011. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.