



2019 IEEE Symposium on Product Compliance Engineering

6-8 May 2019

Exhibits – 6-7 May 2019

DoubleTree by Hilton San Jose

San Jose, CA

CONTRACT FOR EXHIBIT SPACE

We hereby apply for exhibit space at the 2019 IEEE Symposium on Product Compliance Engineering (ISPCE) in San Jose, CA 6-8 May 2019. We hereby agree to abide by show rules and regulations and with the Basic Terms and Conditions printed on the following two pages of this form.

Form with fields for Company Name, Contact Name, Address, City, State, Province, Postal Code, Country, Telephone, Fax, E-mail, Website, and pricing for Tabletop Early Bird Special and Standard Prices.

Form with checkboxes for promotional opportunities and show promotion, and a note about application requirements and tabletop allocation process.

Form for Method of Payment with checkboxes for Check, American Express, Visa, and Master Card.

(Make checks payable to ISPCE 2019)

Account: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVC \_\_\_\_\_

Signature: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Authorization: I am authorized by my company to contract promotional items at the 2019 IEEE/ISPCE as indicated above.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN COMPLETED FORM AND REMITTANCE TO

Contact information for Shelby Durden at 1210 NW 14th AVE Gainesville, FL 32601, including email and phone numbers.

## Basic Terms and Conditions

### 1. Contract

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by ISPCE 2019 management, constitute a valid and binding contract.

### 2. Assignment of Space

Assignment of space to exhibitors is **based upon a first come, first served basis**. ISPCE 2019 will continue to receive applications and assign Exhibit space, as it remains available, until shortly before the show opening date. In all cases, total tabletop payments must be received prior to show opening. **ISPCE 2019'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 ISPCE 2019 management. **ISPCE 2019 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 ISPCE Management.

### 4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein.

**Standard Show Price Per Tabletop:** Full tabletop price \$950.00, if payment received with deposit on or before 10 April 2019. Additional tabletops are \$800.00 each.

Tabletops include: Table, chair and electrical outlet, one full conference registration which includes breakfast, lunch, breaks and reception. Additional staff is \$100 per person per day on Monday and \$50 per day on Tues.

This includes breaks & lunch Mon. & Tues. and Reception on Monday

### 5. Payment Requirements and Cancellation Charges

Applications require a 100% deposit before final tabletop assignment is confirmed in writing. All applicants must be paid in full by 1 May 2019.

**All cancellations must be made in writing and will be based on the following schedule of refunds:** On or before **10 April 2019**, 50% of total tabletop cost will be refunded. After **10 April 2019**, 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 ISPCE 2019 reserves the right, at its option, to reassign a cancelled tabletop regardless of the cancellation rate assessed.

In the event that the premise in which the ISPCE 2019 Show is conducted shall become, in the sole discretion of ISPCE 2019, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of ISPCE 2019, this agreement may be terminated by ISPCE 2019. 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 ISPCE 2019 terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that ISPCE 2019 may, after computing the total amount of ISPCE 2019 cost and expenses in connection with its preparation for and conducting of the ISPCE 2019 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 Tabletop 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 3:30pm Tuesday, 7 May 2019**. Move out **must** be completed by **11:59 p.m., Tuesday, 7 May 2019**. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials **after 11:59 p.m., Tuesday, 7 May 2019** 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/ ISPCE.**

### 7. Loss or Damage

Exhibitor agrees with PSES that ISPCE 2019 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, ISPCE 2019 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 ISPCE 2019 Show Facility or with authorized contractors employed by ISPCE 2019.

### 11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the ISPCE 2019 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.