

# 2010 EXHIBIT SPACE APPLICATION CONTRACT

May 18–20, 2010 . San Jose McEnery Convention Center . San Jose, California, USA



Return signed contract with deposit to: CLEO Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036  
Tel: +1.202.416.1401 Fax: +1.202.416.1408 Email: cleoaccounts@osa.org

Primary Contact — to receive all information pertaining to exhibit

We are a first-time exhibitor.

If no Buyers' Guide information is submitted online by the deadline (to be provided), this information will be published as shown.

Company Name: \_\_\_\_\_

Division of /  Subsidiary of: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

City \_\_\_\_\_ State/Province \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: (main mode of communication—print clearly) \_\_\_\_\_

URL: \_\_\_\_\_

Billing Contact — (please complete only if different from above)

Contact Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

City \_\_\_\_\_ State/Province \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Cost of Exhibit Space:** Exhibit space rental is \$30.00 per square foot. Booth fee structure based on 10' x 10' units (metric equivalent = 3m x 3m approx.). Open corners cost an additional \$220.

Twenty five percent (25%) of the space rental fee is due with this application and is non-refundable. Full payment is due with all contracts received after February 1, 2010—no refunds will be given for space cancelled after this date. A signed contract obligates the Exhibitor pay the deposit; after February 1, 2010 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule). See cancellation clause on the back of this form.

Choice	Booth #	Dimensions (W x L)	Total Square Ft.	# of Exposed Corners	Total Cost
First		X			\$
Second		X			\$
Third		X			\$

**Contract Authorization:** By signing below, with or without appropriate payment, this contract shall become a legally binding contract. The individual signing this document represents that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, CLEO Management's rules and regulations, any additional rules and regulations published by CLEO Management, and the following documents (which are hereby incorporated by reference as part of this Contract) as they may be amended by CLEO Management from time to time: CLEO Exhibitor Service Manual (inclusive), CLEO Online Exhibitor Service Center (inclusive), CLEO Exhibitor Newsletters.

Authorized Signature: X \_\_\_\_\_

Date: \_\_\_\_\_

**Payment:** Make checks payable (in US Dollars) to OSA. If payment is to be made by wire transfer, direct funds to: Bank of America, 1501 Pennsylvania Ave. NW, Washington, DC 20013, ABA# 0260-0959-3, OSA Acct. 20-867-84-287, SWIFT BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a \$25 processing fee by Bank of America, as remitter is responsible for these fees.

You may also pay by credit card:  Visa  M/C  Diners  AmEx

Amount: \_\_\_\_\_

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Print Name (as it appears on card): \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR  
CLEO USE  
ONLY:

Booth #: \_\_\_\_\_ Dimension: \_\_\_\_\_ # Of Corners: \_\_\_\_\_  
Total Sq. Ft: \_\_\_\_\_ Deposit Paid: \_\_\_\_\_ Balance Due: \_\_\_\_\_  
Cost Of Booth: \_\_\_\_\_ Date Received: \_\_\_\_\_ CLEO Mgmt. Signature: \_\_\_\_\_

# CLEO 2010 EXPOSITION RULES & REGULATIONS

## Read Carefully — Avoid Misunderstandings

CLEO is an unincorporated association which operates as agent and on behalf of the Optical Society of America, Inc. (OSA), the American Physical Society (APS), and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Photonics Society (formerly LEOS) (collectively referred to as the "Sponsors" of the CLEO Conference). Below, the term "Convention Center" refers to San Jose McEnery Convention Center and "Operator" refers to City of San Jose, a municipal corporation.

Rules and Regulations may be amended at any time by CLEO Management in its sole reasonable discretion. CLEO Management reserves the right to grant or deny its consent in its sole reasonable discretion and the right to apply, interpret, and enforce these rules in its sole reasonable discretion. Any point not specifically covered in these rules is subject to the decision of CLEO Management, whose decision shall be final.

**PURPOSE OF THE EXHIBIT:** To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition will serve to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. CLEO Management reserves the right to determine whether Exhibitor's materials relate to the purpose of the exhibition.

**ACCEPTANCE AND ASSIGNMENT OF SPACE:** This Contract shall be deemed accepted by CLEO Management upon space assignment. CLEO Management maintains an Assignment Order Number (AON) for each Exhibitor, based on past CLEO participation and total dollars spent by Exhibitor at CLEO 2009. Initial assignment of space will begin June 2, 2009 and will be based on AONs. Remaining space will be assigned to non-CLEO 2009 exhibitors on a first come, first served basis. Although CLEO Management will attempt to fulfill Exhibitor's space request, exhibit space will be assigned by CLEO Management in its discretion and its decision shall be final; provided, however, that CLEO Management reserves the right to revise the exhibition floor plan and/or reassign space assignments at any time without notice to Exhibitor.

**PAYMENTS:** Exhibit space rental is \$30.00 per square foot. Each exposed corner is an additional \$220. A non-refundable 25% deposit of the total space rental fee is due with Contract. All booth charges must be paid in full by February 1, 2010. A signed contract obligates the Exhibitor pay the deposit; after February 1, 2010 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule).

**CANCELLATIONS:** This Contract may be cancelled by Exhibitor by giving written notice to CLEO Management, subject to the following fees:

- On or before February 1, 2010 - 25% of the full contracted space rental fee
- After February 1, 2010 - 100% of the full contracted space rental fee

These fees apply in the event of Exhibitor cancellation or failure to participate for any reason whatsoever. Cancellation fees will NOT be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by CLEO Management. Exhibitor shall also forfeit all exhibitor privileges, including but not limited to:

- AON priority points for CLEO 2011 booth selection;
- Hotel rooms reserved via the Exhibitor Housing Block;
- Exhibit Technical and Booth Personnel badges;
- Access to press room and press conference slots;
- Ability to rent the CLEO 2010 attendee list with mailing address (only); and
- Access to sponsorships and advertising opportunities, as well as removal of company listing from the Exhibit Buyers' Guide and Web site.

**UPSIZING:** At any time after signing the original Contract, Exhibitor may enter into a new contract for larger space, subject to availability.

**DOWNSIZING:** The amount of space reserved may be reduced by Exhibitor by giving written notice to CLEO Management, subject to the following:

- On or before February 1, 2010 - Exhibitor must pay 25% of the original Contract price, which amount may be applied against the reduced space. Any remaining amounts previously paid by Exhibitor will be refunded.
- After February 1, 2010 - Exhibitor must pay 100% of the original Contract price, which amount may be applied against the reduced space. Any payment in excess of the cost of the new space is nonrefundable.

**ARRANGEMENT OF EXHIBITS:** CLEO Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, one technical digest, one technical badge per 100 square feet occupied, and unlimited complimentary editorial listings. Exhibitor personnel badges are free and unlimited. The floor space for all booths must be carpeted or in some other way covered, with the cost for this covering being the responsibility of the exhibitor. If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, CLEO Management reserves the right to order carpeting at Exhibitor's expense.

**SERVICES:** CLEO Management has designated official exhibition contractors as outlined in the Exhibitor's manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. CLEO Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitor wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Convention Center's rules and regulations. Applicable union regulations for the Convention Center will be provided in the Exhibitor Manual.

**COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the CLEO Conference, as well as all rules and regulations of the Convention Center and all related expenses and taxes. Exhibitor shall take all necessary measures to safeguard persons and property in the Convention Center from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2000 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the CLEO Conference. A copy of the OSA's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that if notified by CLEO Management that the condition of Exhibitor's space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition.

**INSTALLATION AND DISMANTLING:** Until full payment of the space rental fee has been received, Exhibitor will not be allowed to set up, nor will freight be delivered to booth.

**MOVE-IN:** Exhibit material cannot be received at the Convention Center prior to the move-in date. Exhibitor must commence installation of its exhibit in contracted space by 2:00 p.m. PST, May 17, 2010. Should Exhibitor fail to do so, Exhibitor will be deemed a "No Show" and its space shall be subject to reassignment or cancellation without notice (unless CLEO Management has earlier approved Exhibitor's late arrival). Should Exhibitor arrive after this deadline, CLEO Management reserves the right to assign or withhold space, and any new space assigned shall be subject to the terms and conditions of the Contract as if it were Exhibitor's original contracted space. CLEO Management is under no obligation to publicize Exhibitor's new location, and Exhibitor will not be allowed to set up during show hours. Installation of Exhibitor's exhibit must be complete no later than 5:00 p.m. PST, May 17, 2010.

**MOVE-OUT:** Exhibitor must not dismantle exhibit nor begin packing before the final closing of the exhibition, 4:00 p.m. PST, May 20, 2010. Permission from CLEO Management is required for delivery or removal of any portion of an exhibit during the open exhibition hours. Exhibitor shall remove all its property from the Convention Center by 2:00 p.m. PST, May 21, 2010. If such property is not removed within the period of time for move-out, CLEO Management may remove such property at Exhibitor's expense.

The advance written approval of CLEO Management shall be required for any additional move-in and/or move-out time. Exhibitor agrees that if CLEO Management should receive, handle, or have in its care or custody Exhibitor's property of any kind shipped or otherwise delivered to the Convention Center prior to, during, or following the exhibition, CLEO Management shall act solely for the accommodation of Exhibitor and CLEO Management shall not be liable for any loss, damage, or injury to such property.

**RESTRICTIONS:** Exhibitor's activities shall be restricted to Exhibitor's booth space only. CLEO Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. CLEO Management reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with CLEO Management's rules and regulations also include, but are not limited to, forfeiture of all fees paid and ineligibility to exhibit at or attend any future CLEO Conference.

**SUBLEASING SPACE:** Unless approved in advance and in writing by CLEO Management, Exhibitor shall not assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from CLEO Management.

**COMPETING EVENTS:** Exhibitor shall not conduct any competing event of more than 50 people during official CLEO Conference hours.

**ADVERTISING MATTER:** CLEO Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's booth is forbidden.

**MUSIC:** Due to licensing restrictions, the use of music in presentations, including video presentations, is prohibited unless Exhibitor can provide CLEO Management with proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), or Society of European Stage Authors and Composers (SESAC) certification and licensing.

**FOOD AND ALCOHOL:** Centerplate is the exclusive provider of food, beverage, and catering services within the Convention Center. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the CLEO Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all the rules and requirements of the Convention Center and Operator as well as the CLEO Management alcohol policy, which may be obtained from CLEO Management upon request.

**AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

**BOOTH PERSONNEL:** Exhibitor must have staff present at booth during all open exhibition hours. Exhibitor's personnel shall conduct themselves in a professional manner at all times. All booth personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

**PHOTOGRAPHY AND VIDEO TAPING:** Neither photography nor video taping are permitted in the Convention Center without the express written consent of CLEO Management. Sanctions for noncompliance include, but are not limited to, the seizure and destruction of film or electronic storage devices.

**SOUND LEVELS:** Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

**CHILDREN:** In the interest of safety, no person under 18 years of age will be allowed on the show floor during exhibition set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from CLEO Management in the event of extraordinary circumstances. No matter what the age of the child, as a condition of the child's admission to the Exhibit Hall, parents must agree to abide by CLEO Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

**FORCE MAJEURE:** CLEO Management may suspend or terminate this Contract without penalty in the event the Convention Center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the CLEO Conference as scheduled due to any event beyond the control of CLEO Management, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for CLEO Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarter, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of CLEO Management and the Sponsors of the CLEO Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by CLEO Management, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

**INSURANCE:** Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the CLEO Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the CLEO Conference and its Sponsors as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the CLEO Conference and its Sponsors. Further, said insurance shall include a provision for notification to CLEO Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish CLEO Management with a Certificate of Insurance verifying such coverage prior to May 7, 2010.

Exhibitor shall not do any act or thing in the Convention Center which might violate any insurance policy held by the CLEO Conference, its Sponsors, the Operator, or any other party regarding the Convention Center. Certain materials may be prohibited within the Convention Center. Contact CLEO Management for further information.

**DAMAGE TO CONVENTION CENTER:** Exhibitor shall be solely responsible for any and all damage to the Convention Center caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

**INDEMNIFICATION:** Exhibitor agrees to defend, indemnify, and hold harmless the CLEO Conference, its Sponsors, the Convention Center, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

**NO LIABILITY:** CLEO Management and its agents will use reasonable care to protect Exhibitor against loss. The responsibility of the CLEO Conference and its Sponsors to Exhibitor does not extend beyond such endeavors; provided, however, that CLEO Management may choose to provide a refund in an amount up to the fees actually paid by Exhibitor, in its sole discretion. In no event shall the CLEO Conference or its Sponsors be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Exhibitor is solely responsible for the security of its property and the property of others under its control.

**WAIVER:** Exhibitor acknowledges that the CLEO Conference, its Sponsors, the Convention Center, and the Operator do not carry insurance coverage for Exhibitor's property. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which Exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Exhibitor's participation in the CLEO Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the CLEO Conference, its Sponsors, the Convention Center, the Operator, and their officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the CLEO Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of such parties.

**LAWS:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the CLEO Conference and its Sponsors with respect to this Contract. In the event that the CLEO Conference or its Sponsors need to bring a suit to enforce any of its rights outlined, they shall be entitled to recover all costs from the suit (including attorney's fees) from Exhibitor.

**GENERAL:** The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with the written consent of CLEO Management. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.