

# 2012 EXHIBIT SPACE APPLICATION CONTRACT

8-10 May 2012 · San Jose Convention Center · San Jose, California, USA

**CLEO:Expo**  
LASER SCIENCE TO PHOTONIC APPLICATIONS

Return signed contract with deposit to: **CLEO: Expo Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036**  
Tel: +1.202.416.1428 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 at a later date), 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: \_\_\_\_\_ Skype ID: \_\_\_\_\_

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 approximately). Open corners cost an additional \$220 each.

A deposit equal to twenty five percent (25%) of the space rental fee is due when you sign this application. This payment is non-refundable. Full payment is due with all contracts received after 20 January 2012—no refunds will be given for space cancelled after this date. A signed contract obligates the Exhibitor to pay the deposit; after 20 January 2012 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation. See cancellation clause on the back of this form.

Choice	Booth #	Dimensions in Ft. (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: Expo Management's rules and regulations, any additional rules and regulations published by CLEO: Expo Management, and the following documents (which are hereby incorporated by reference as part of this Contract) as they may be amended by CLEO: Expo Management from time to time: CLEO: Expo Exhibitor Service Manual (inclusive), CLEO: Expo Online Exhibitor Service Center (inclusive), CLEO: Expo Exhibitor Newsletters.

Authorized Signature:  X

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

**Payment:** Make checks payable (in US Dollars, drawn on a US bank) 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:  
Expo USE  
ONLY:**

Booth #: \_\_\_\_\_ Dimension: \_\_\_\_\_ # Of Corners: \_\_\_\_\_

Total Sq. Ft: \_\_\_\_\_ Deposit Paid: \_\_\_\_\_ Balance Due: \_\_\_\_\_

Cost Of Booth: \_\_\_\_\_ Date Received: \_\_\_\_\_ CLEO: Expo Mgmt. Signature: \_\_\_\_\_

# 2012 CLEO: Expo EXPOSITION RULES & REGULATIONS

## Read Carefully — Avoid Misunderstandings

The Conference on Lasers and Electro-Optics (CLEO: Expo) is an unincorporated association which operates CLEO: 2012 and the CLEO: Expo as agent and on behalf of the American Physical Society (APS), the Optical Society of America, Inc. (OSA) and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Photonics Society (collectively referred to as the "Sponsors" of CLEO: 2012 and the CLEO: Expo). Below, the term "Convention Center" refers to San Jose Convention Center and "Operator" refers to City of San Jose, a municipal corporation.

Rules and Regulations may be amended at any time by CLEO: Expo Management in its sole reasonable discretion. CLEO: Expo 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: Expo 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: Expo 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: Expo Management upon space assignment. CLEO: Expo Management maintains an Assignment Order Number (AON) for each Exhibitor, based on past CLEO: Expo participation and total dollars spent by Exhibitor at CLEO: Expo 2011. Initial assignment of space will begin 3 May 2011 and will be based on AONs. Remaining space will be assigned to non-CLEO: Expo 2011 exhibitors on a first come, first served basis. Although CLEO: Expo Management will attempt to fulfill Exhibitor's space request, exhibit space will be assigned by CLEO: Expo Management in its discretion and its decision shall be final; provided, however, that CLEO: Expo 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 on or before 20 January 2012. A signed contract obligates the Exhibitor pay the deposit; after 20 January 2012 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: Expo Management, subject to the following fees:

- On or before 20 January 2012 - 25% of the full contracted space rental fee
- After 20 January 2012 - 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: Expo Management. Exhibitor shall also forfeit all exhibitor privileges, including but not limited to:

- AON priority points for CLEO: Expo 2013 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: Expo 2012 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: Expo Management, subject to the following:

- On or before 20 January 2012 - Exhibitor must pay 25% of the original Contract price, which may be applied against the reduced space. Any remaining amounts previously paid by Exhibitor will be refunded.
- After 20 January 2012 - Exhibitor must pay 100% of the original Contract price, which may be applied against the reduced space. Any payment in excess of the cost of the new space is nonrefundable.

**ARRANGEMENT OF EXHIBITS:** CLEO: Expo 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 professionally 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: Expo Management reserves the right to order carpeting at Exhibitor's expense.

**SERVICES:** CLEO: Expo 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: Expo 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: Expo Conference, as well as all rules and regulations of the Convention Center. Exhibitor is responsible for obtaining any licenses and permits necessary for its own exhibition. 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-136.1-2007 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: Expo Conference. A copy of the OSA's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that if notified by CLEO: Expo 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 or furnishings 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 14:00 PDT, 7 May 2012. Should Exhibitor fail to do so, Exhibitor may be deemed a "No Show" and its space shall be subject to reassignment or cancellation without notice (unless CLEO: Expo Management has earlier approved Exhibitor's late arrival). Should Exhibitor arrive after this deadline, CLEO: Expo 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: Expo 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 17:00 PDT 7 May 2012.

**MOVE-OUT:** Exhibitor must not dismantle exhibit nor begin packing before the final closing of the exhibition, 16:45 PDT 10 May 2012. Permission from CLEO: Expo 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 12:00 PDT, 11 May 2012. If such property is not removed within the period of time for move-out, CLEO: Expo Management may remove such property at Exhibitor's expense.

The advance written approval of CLEO: Expo Management shall be required for any additional move-in and/or move-out time. Exhibitor agrees that if CLEO: Expo 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: Expo Management shall act solely for the accommodation of Exhibitor and CLEO: Expo 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: Expo 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: Expo 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: Expo 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: Expo Conference.

**SUBLEASING SPACE:** Unless approved in advance and in writing by CLEO: Expo 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: Expo Management.

**COMPETING EVENTS:** Exhibitor shall not conduct any competing event of more than 50 people during official CLEO: Expo or CLEO: 2012 Conference hours.

**CALIFORNIA EXHIBITS:** Exhibitors engaged in selling activities must possess a valid California seller's permit (unless exempt from such requirement under California law). CLEO: Expo Management may be required to provide a list of Exhibitors and their seller's permit status to the California Board of Equalization. Upon request, Exhibitor must promptly (within 10 business days) provide CLEO: Expo Management with its seller's permit number (or reason for exemption).

**ADVERTISING MATTER:** CLEO: Expo 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 permitted but Exhibitor must be prepared to provide CLEO: Expo Management with proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), or Society of European Stage Authors and Composers (SESAC) and licenses. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

**FOOD AND ALCOHOL:** Team San Jose 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: Expo 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: Expo Management alcohol policy, which may be obtained from CLEO: Expo 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 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: Expo Management. Sanctions for noncompliance include, but are not limited to, the seizure and destruction of film or electronic storage devices. CLEO: Expo Management may withhold consent in its sole discretion.

**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: Expo 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 or guardians must agree to abide by CLEO: Expo 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: Expo 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: Expo Conference as scheduled due to any event beyond the control of CLEO: Expo 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: Expo Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, 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: Expo Management and the Sponsors of the CLEO: Expo 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: Expo 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: Expo 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: Expo Conference and the Optical Society of America, Inc. (OSA) and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Photonics Society, and the members, office, directors, agents and employees of each of these entities 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: Expo Conference and the Optical Society of America, Inc. (OSA) and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Photonics Society and the members, office, directors, agents and employees of each of these entities. Further, said insurance shall include a provision for notification to CLEO: Expo Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish CLEO: Expo Management with a Certificate of Insurance verifying such coverage prior to 30 April 2012.

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

**LIMITATION OF LIABILITY:** Exhibitor agrees that the liability of the CLEO: Expo Management, Conference and its Sponsors under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the CLEO: Expo Management, 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 property of others under its control.

**WAIVER:** Exhibitor acknowledges that the CLEO: Expo Management, 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: Expo Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the CLEO: Expo Management, 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: Expo 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: Expo Conference and its Sponsors with respect to this Contract. In the event that the CLEO: Expo 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: Expo 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.