



Laser Science to Photonic Applications

2023 Exhibition and Sponsorship Contract

09-11 May 2023, San Jose McEnery Convention Center, San Jose, California, USA

Return signed contract with payment to Exhibit Sales, sales@cleoconference.org

1 COMPANY INFORMATION

We are a first-time exhibitor.

Company Name: _____

Division of / Subsidiary of: _____

Address: _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

Tel: _____ URL: _____

2 PRIMARY OPERATIONS CONTACT — person to receive all logistics information pertaining to exhibit

Name: _____ Job Title: _____

Email: (main mode of communication—print clearly): _____

Tel: _____ Fax: _____

3 EXHIBIT OPTIONS: Indicate product selection by checking the box.

Booth Space

Booth space includes: Raw exhibit space. 2 Booth Staff and 1 Full Conference Registrations. Company identification sign and digital company profile listing. Additional furnishings, electricity and services will be available to order via the Exhibitor Service Manual. Any additional costs will be the Exhibitor's responsibility.

Booth Number	Booth Dimensions in Ft. (W x L) (10' increments, 100 sq. ft. minimum) (____ x ____ = ____ sq. ft.)	Total Sq. Ft. x Price (____ sq. ft. x USD 30.00 = ____) +	# of Exposed Corners x Price (____ x USD 300 = ____) =	Exhibit Booth Total USD _____

Kiosk Space

Kiosk space includes: A 5' x 8' space with a branded single-sided 8' high x 8' wide graphic backwall, one (1) lockable Counter with graphic wrap on three (3) sides, two (2) Standard Barstools, black carpet, (1) 120v electrical outlet, and one (1) wastebasket. One (1) Full Conference and unlimited Booth Staff Registrations. Any additional costs (ie, additional furniture, services, etc) will be the Exhibitor's responsibility.	Kiosk Number _____	Exhibit Kiosk Total <input type="checkbox"/> USD 3,500
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4 SPONSORSHIPS

Custom Sponsorship Package	Call for Pricing	Column Wraps & Hanging Banners	Call for Pricing
Attendee Bag Sponsor	<input type="checkbox"/> USD 7,500	Receptions	<input type="checkbox"/> USD 7,500
Lanyard Sponsor	<input type="checkbox"/> USD 6,000	Plenary Session Video Sponsorship	<input type="checkbox"/> USD 5,000
Registration Sponsor	<input type="checkbox"/> USD 3,000	Technology Showcase	<input type="checkbox"/> USD 3,000
Technical Session Slide	<input type="checkbox"/> USD 2,000	Coffee Break	<input type="checkbox"/> USD 2,000
Email Blasts - Daily Schedule Banner Ad	<input type="checkbox"/> USD 2,000	Email Blast - What to Know Before You Go Banner Ad	<input type="checkbox"/> USD 1,500
Animated Ad	<input type="checkbox"/> USD 1,000	Static Ad	<input type="checkbox"/> USD 500
Conference App Banner Advertising	<input type="checkbox"/> USD 500	Bag Inserts	<input type="checkbox"/> USD 500

Contracted company is responsible for reporting and remitting applicable taxes to appropriate government authority	Exhibit Space Total _____ + Sponsorship Total _____ = Total Due USD _____
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5 CONTRACT AUTHORIZATION: By signing below, with or without appropriate payment, you are entering a legally binding contract. The individual signing below represents that he/she is duly authorized to execute this contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, CLEO Exhibit Management's rules and regulations, any additional rules and regulations published by CLEO Exhibit Management, and the following documents, as they may be amended from time to time by CLEO Exhibit Management, shall be incorporated herein by reference and made part of this contract: CLEO Management's Rules and Regulations; Exhibit Service Manual (inclusive); CLEO Code of Conduct (available at www.cleoconference.org/codeofconduct); and CLEO Privacy Policy (available at www.cleoconference.org/privacypolicy).

PAYMENT AND CANCELLATION: Payment in full must accompany the contract. Defaults in payment may result in cancellation (subject to cancellation fee). Exhibitor must cancel the contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refund will be due to exhibitor if cancelled. 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 exhibit space or sponsorship by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.

Authorized Representative Signature: **X** _____ Date: _____

Authorized Representative Name (Please print): _____

6 PAYMENT: Full payment is due with contract. Make checks payable (in US Dollars, drawn on a US bank) to Optica, mail checks to: CLEO Exhibits, c/o Optica, 2010 Massachusetts Avenue, NW, Washington, DC 20036 USA. Wire Transfer (ACH payments are not accepted), direct funds to: Bank of America, 1501 Pennsylvania Avenue NW, Washington, DC 20013 USA; ABA# 0260-0959-3; Beneficiary, Optica; Acct.#0020-867-84-287; SWIFT, BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a USD 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: _____ Exp. Date: _____ CVV: _____ Billing Zip/Post Code: _____

Card Number: _____ Signature: _____

Date: _____ Print Name (as it appears on card): _____

Options for Participation

Booth Space	
<p>Booth space includes: Raw exhibit space. 2 Booth Staff and 1 Full Conference Registrations. Company identification sign and digital company profile listing. Additional furnishings, electricity and services will be available to order via the Exhibitor Service Manual. Any additional costs will be the Exhibitor's responsibility.</p>	<p>Pricing USD 30.00 per sq. ft. <i>(10' increments, 100 sq. ft. minimum)</i> USD 300 per Exposed Corner</p>
Kiosk Space	
<p>Kiosk space includes: A 5' x8' space with a branded single-sided 8' high x 8' wide graphic backwall, one (1) lockable Counter with graphic wrap on three (3) sides, two (2) Standard Barstools, black carpet, (1) 120v electrical outlet, and one (1) wastebasket. One (1) Full Conference and unlimited Booth Staff Registrations. Any additional costs (ie, additional furniture, services, etc) will be the Exhibitor's responsibility.</p>	<p>Pricing USD 3,500</p>

Specialized and Targeted Sponsorships

Product		Description
Custom Sponsorship Package	Call for Pricing	Lets work together to engage your audience with a unique opportunity for your brand! Contact us today to discuss your business objectives and we'll build a sponsorship package that will deliver results, drive traffic, and achieve your goals.
Column Wraps & Hanging Banners	Call for Pricing	Reinforce your corporate image with a highly visible sign at CLEO that's sure to be seen and remembered by thousands of industry professionals. Secure a premium position now!
Attendee Bag Sponsor	USD 7,500	Excellent visibility – your logo and the CLEO logo on the bags given to every attendee.
Receptions	USD 7,500	Positioning your company as a sponsor of this high-profile event will skyrocket your visibility! Includes digital and print logo placements specific to the reception before and during the conference.
Lanyard Sponsor	USD 6,000	This high-impact and exclusive opportunity allows your company logo, along with the CLEO Show logo, to be printed on all lanyards distributed to CLEO registrants.
Plenary Session Video Sponsorship	USD 5,000	30-second video to play prior to the plenary. Video provided by sponsor.
Registration Sponsor	USD 3,000	Sponsor Logo with link to sponsor website on registration information page and registration confirmation email. Includes on-site logo placement in registration area. Limited to 3 sponsors.
Technology Showcase	USD 3,000	Highlight your company or products in a 30-minute presentation in the show floor theater (20 mins. presentation, 5 min. presentation prep, and 5 mins. breakdown). Showcases are listed in the conference schedule.
Technical Session Slide	USD 2,000	Display your messaging on a slide to be run on all technical session screens at the beginning of every session. The slide will rotate with other sponsors and will be displayed for up to 10 seconds at a time. Limited to 6 placements.
Coffee Break	USD 2,000	Coffee will be served on the show floor during session breaks—a perfect time and place to promote your company! Greet attendees, pass out literature and invite them to connect with your company. Show Management will provide signage with your company's logo.
Email Blasts – Daily Schedule Banner Ad	USD 2,000	Banner ad in the daily email deployed at the start of each event day. Limited to 1 sponsor per day.
Email Blast – What to Know Before You Go Banner Ad	USD 1,500	Banner ad in the email sent to pre-registered attendees. Limited to 3 sponsors.
Animated Ad	USD 1,000	Ad with links to advertiser's website located on home page of the event website. This ad rotates with other advertisers. Run: length of show.
Static Ad	USD 500	Ad with links to advertiser's website located on secondary pages of the event. This ad rotates with other advertisers. Run: length of show.
Conference App Banner Advertising	USD 500	Includes logo exposure on the start page and custom landing page, in addition to a rotating banner ad.
Bag Inserts	USD 500	Company flyer or small promotional item distributed to all attendees.

CLEO 2023 EXHIBITION RULES & REGULATIONS

Read Carefully — Avoid Misunderstandings

The Conference on Lasers and Electro Optics (CLEO) is an unincorporated association which operates as agent and on behalf of Optica and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Photonics Society (collectively referred to as the “Sponsors” of the CLEO Conference). Below, the term “Convention Center” refers to San Jose Convention Center and “Operator” refers to City of San Jose, a municipal corporation. The term “CLEO Management” refers to Optica in its capacity as manager of CLEO.

CLEO Management reserves the rights, in its sole reasonable discretion, to: (i) amend CLEO rules and regulations at any time; (ii) grant or deny its consent; and (iii) apply, interpret, and enforce these rules. 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 serves 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 Priority Points for each Exhibitor based on past CLEO participation and total dollars spent by Exhibitor at CLEO 2022. Initial space assignment will begin in July 2022 and will be based on Priority Points. Remaining space will be assigned to non-CLEO 2022 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. However CLEO Management reserves the right to revise the exhibition floor plan and/or reassign space assignments at any time without notice to Exhibitor.

PAYMENT AND CANCELLATION: Payment in full for space rental must accompany the contract. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee). Exhibitor must cancel the space rental contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refund will be due to exhibitor if cancelled. 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.

MERGERS AND ACQUISITIONS: Exhibitor’s obligations under this agreement, including payment obligations, may not be waived or assigned to a third party without the prior written permission of CLEO Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

ARRANGEMENT OF EXHIBITS: CLEO Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Kiosks include 5’ x 8’ exhibit space, a 8’ high x 8’ wide graphic backwall, one Full Conference registration per kiosk occupied, unlimited Exhibitor Booth Staff registrations, one complimentary company listing, and standard carpeting. Exhibit booths are raw space and include one full conference registration per 100 sq. ft. occupied, unlimited Exhibitor Booth Staff registrations, and one complimentary company listing. The floor of all booths must be carpeted or in some other way professionally covered. 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.

LOGO USAGE: Exhibitor agrees to provide CLEO Management with a limited, revocable, non-exclusive, nontransferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to CLEO 2023.

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. Exhibitors 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 Facility’s rules and regulations. Applicable union regulations for the Facility will be provided in the Exhibitor Manual.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor’s participation in the Exhibit Conference, as well as all Facility and CLEO Management rules and regulations, including Exhibitor’s staff compliance with Exhibit Code of Conduct.. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Facility 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 Exhibit Conference. A copy of Optica’s “Guidelines for a Safe Exhibit” is available upon request. Exhibitor agrees that it will immediately remedy any condition of its exhibit space if notified by CLEO Management that the space is unsatisfactory for any reason. Exhibitor’s failure to do so may result in cancellation of Exhibitor’s space.

INSTALLATION AND DISMANTLING: Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to Exhibitor’s exhibit space until CLEO Management receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual.

Exhibitor agrees that if CLEO Management should receive, handle, or have in its care or custody Exhibitor’s property of any kind, CLEO Management is authorized to 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 exhibit 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 or inconsistent with the Code of Conduct. In any such event, no refunds will be issued. Sanctions for noncompliance with CLEO Management’s rules and regulations may result in forfeiture of all fees paid and ineligibility to exhibit at or attend any future Exhibit Conference.

SUBLEASING SPACE: Exhibitor shall not, without advance written approval by CLEO Management, 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 25 people during official CLEO 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 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 Management with its seller’s permit number (or reason for exemption).

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 exhibit space is forbidden.

MUSIC: Exhibitor must be prepared to provide proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses for Exhibitor’s use of music, including in video presentations. 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: The exclusive provider of food, beverage, and catering services within the Facility will be listed in the Exhibitor Service Manual. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the Exhibit and 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 Facility rules and requirements 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 exhibit space is fully compliant with the ADA.

EXHIBITOR PERSONNEL: Exhibitor must have staff present at the exhibit space during all contracted hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All Exhibitor 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 RECORDING: Neither photography nor video recording are permitted in the Facility without CLEO Management’s express, prior written consent. Sanctions for noncompliance may include 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 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. Parents or guardians 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 Facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Exhibit 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; fire; flood; earthquake; other types of natural disaster; pandemic; epidemic; labor dispute; any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Agreement which may adversely affect attendance or the ability to hold the event; travel, social distancing or gathering capacity restrictions or recommendations issued by a governmental authority, agency or recognized health organization; Act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impracticable for CLEO Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any Facility, 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 Management and the Sponsors of the Exhibit 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, Facility 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 Exhibit 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 (USD 1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the Exhibit Conference and each of the Sponsors, including their respective members, officers, directors, agents and employees (collectively the “Exhibit Parties”) 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 Parties. 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 30 days prior to the exhibition.

DISCLAIMER OF WARRANTIES: The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

DAMAGE TO FACILITY: Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify, and hold harmless the CLEO Parties, the Facility, 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, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively “Exhibitor Parties”).

LIMITATION OF LIABILITY: Exhibitor agrees that the liability of the CLEO Parties under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the CLEO Parties be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against the CLEO Parties beyond one (1) year of the conclusion of the Exhibit Conference.

WAIVER: Exhibitor acknowledges that the CLEO Parties, Facility, and Operator do not carry insurance coverage for Exhibitor’s property. Exhibitor is solely responsible for the security of its property and the property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the Exhibitor Parties 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 Parties, the Facility, the Operator, and their respective 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 the aforementioned 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 Parties with respect to this Contract. The CLEO Parties shall be entitled to recover from Exhibitor all costs (including attorney’s fees) from any suit brought by the CLEO Parties to enforce their rights herein.

NOTICES: Exhibitor agrees to notify CLEO Management immediately if it (i) becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor’s property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law. Upon receipt of such notice, CLEO Management shall have the right, in its discretion, to terminate this Contract, in which case Exhibitor shall be subject to cancellation fees as indicated in the Cancellations provision.

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 nor 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 Contract and shall remain in full force and effect in perpetuity. This Contract 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 signed 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 Contract 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.