

# EXHIBITOR CONTRACT

## INSTRUCTIONS

Type or print your information and return via email to Catherine Shaw at [cs@cshawevents.com](mailto:cs@cshawevents.com)

## 2023 IEEE BCICTS TECHNOLOGY EXHIBIT BOOTH/TABLETOP CONTRACT

Reserve space for our exhibit at the IEEE BiCMOS and Compound Semiconductor Integrated Circuits and Technology Symposium, to be held at the Monterey Marriott Hotel, Monterey, CA, USA on Oct. 15-18, 2023. We understand that this application becomes a contract when signed by us and accepted by Show Management. We agree to abide by the Terms and Conditions on the following page hereof.

Firm Name \_\_\_\_\_

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

## PLEASE MARK YOUR RESERVATION CHOICES BELOW

### EXHIBIT BOOTH/TABLETOP (NOT WITH SPONSORSHIP)

BY AUGUST 1, 2023: \$3,000

ON OR AFTER AUGUST 2, 2023: \$3,500

TOTAL AMOUNT DUE: \_\_\_\_\_

## SPACE PREFERENCE

Exhibition space will be assigned on a first-come/first-serve basis. Please contact Catherine Shaw, Conference Director, for additional information.

### Terms and Conditions:

Full payment is due no later than **August 1, 2023**. For applications received after August 1st, full payment is due upon contract. Payment information will be provided via the conference registration website link and is also listed on the BCICTS website.

In accordance, the undersigned agrees to the following provisions: Space will be assigned by The Management based on priority during space selection, 1st come 1st serve basis and thereafter in order of receipt and the above exhibitor-defined specifications.

#### Cancellation:

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 **if not cancelled by July 1, 2023**. By agreeing to this contract, Exhibitor agrees to be bound by the terms, conditions, and rules provided herein for the BCICTS by The Institute of Electrical and Electronics Engineers, Incorporated "IEEE" collectively referred to as "Management."

**INABILITY TO PERFORM** If BCICTS 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 fully refund the Exhibitor.

*(Exhibitor Contract continued on next page)*

# EXHIBITOR CONTRACT CONTINUED

## Operating Rules and Guidelines:

This document details the conditions under which exhibitors agree to participate and will be strictly enforced by The Management.

- PURPOSE AND ARRANGEMENT OF EXHIBITS:** The main purpose of the BCICTS is for networking and educational purposes. The exhibits, together with the technical sessions, are vital elements of this process. The exhibits shall be arranged via 10 X 10 or tabletop 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.
- LIABILITY:** Management accepts no liability for losses or damages of any kind sustained through the exhibition, except for losses or damages caused by the sole negligence or willful misconduct of Management.
- FIRE, SAFETY AND HEALTH:** The Exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health.
- UNION LABOR:** Exhibitor must comply with all union regulations applicable to installing, dismantling, and display of the exhibits.
- 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.
- 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.** In the event Exhibitor hires subcontractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge BCICTS for the services performed by such subcontractors; and (c) indemnify BCICTS against any third party damages arising from the gross negligence or willful misconduct of such subcontractors.
- LIABILITY AND INSURANCE:** The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend, and hold harmless, BCICTS or IEEE, The Management, and their employees subsidiaries, affiliates and agents, against all third party claims, losses, and damages to persons or property, governmental charges or fines, and other reasonable expenses including attorney's fees finally awarded by a court of competent jurisdiction arising out of or caused by Exhibitor gross negligence or willful misconduct, excluding any such liability caused by the sole negligence of Convention Center and its employees and agents.
- PUBLICITY:** Management may use Exhibitor's name and any non-confidential materials provided by Exhibitor on Management's website, and for internal and trade purposes, but only for the purposes of promoting this exhibition.
- The Exhibitor further agrees to submit all promotional plans for pre-approval.
- Exhibitor agrees to make all efforts to reside while onsite within the host hotel group block. If for some reason, they are unable to do so, Exhibitor agrees to notify The Management.

The Exhibitor hereby acknowledges receipt of the "BCICTS Exhibition Terms & Conditions." and expressly consents to abide by the rules and to comply with Management's enforcement of the Rules. If Management, in its sole discretion, determines an exhibitor has violated the rules, the violating exhibitor, after receiving a single official warning and failing to correct the violation, shall incur a severe and appropriate penalty until the Exhibitor comes into compliance to the reasonable satisfaction of The Management.

## PLEASE SIGN AND SUBMIT:

Firm Name \_\_\_\_\_ Authorized by \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_