

2015 DISPLAY WEEK AGREEMENT AND “RULES AND REGULATIONS”

CANCELLATION, WITHDRAWAL AND DOWNSIZING DEFAULT SCHEDULE: In the event Exhibitor seeks to cancel this Agreement, withdraw from the Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management, by certified mail, return receipt requested. The date of cancellation, withdrawal or downsize in space as applicable shall be post mark date on the notice. The Exhibitor specifically recognizes and agrees if Exhibitor cancels, withdraws, or downsizes space requirements, Exhibitor agrees to pay on demand to SID, and the amounts set forth on page one, as applicable, as liquidated damages and not as a penalty and the parties agree that such amounts constitute a reasonable provision for liquidated damages. The term “Total Agreement Fee Differential” set forth on page one, means the difference between the original license fee due from Exhibitor herein under and the agreement fee calculated on the basis of the smaller booth assigned to Exhibitor. In case of downsizing, in addition to the assessed liquidated damages, Exhibitor’s booth location on the floorplan of the Exhibition may be moved.

CANCELLATION, WITHDRAWAL AND DOWNSIZING DEFAULT SCHEDULE:

EXHIBITOR LIABILITY

On or before October 14, 2014.....	25%
October 15, 2014-February 13, 2015.....	50%
On or after February 14, 2015	100%

Cancellation refunds will be accepted only in accordance with the above schedule. If space is not occupied by 5:00 pm, June 1, 2015, SID shall have the right to use the space. Re-letting by SID of an exhibitor’s cancelled space or meeting room space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS:

Tuesday, June 2, 2015.....	10:30 am – 6:30 pm
Wednesday, June 3, 2015.....	9:00 am – 5:00 pm
Thursday June 4, 2015.....	9:00 am – 2:00 pm

SPACE: The exhibit space and meeting room space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBIT BOOTHS ONLY: Standard booth background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Island configurations are limited to 18 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to SID for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If SID gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS AND RULES:

1. Sub-leasing/ Booth Usage. Exhibitor shall not sub-lease, assign or otherwise permit any person to occupy, Exhibitor’s booth, or any part thereof, or use the booth for the exhibition of anything not specified in this Agreement.
2. Exhibitors must confine their activities to their contracted space.
3. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booth.
4. Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress are such as to not offend even the most critical.
5. Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
6. SID reserves the right to require modification of questionable exhibits.
7. Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall.
8. Exhibitors may not begin dismantling their exhibit until the close of the show. Exhibitor must follow the rules of dismantling which can be found in your service manual.
9. Sound: Sound displays having a decibel reading exceeding 85 decibels will not be permitted. If your booth has sound equipment we suggest that the devices be positioned into the booth rather than into the aisle. The use of headsets or oscilloscopes is encouraged.
10. Solicitation: No soliciting for business shall be permitted in the aisles or in other exhibitor’s booths.
11. Photography: Picture taking in the Exhibit Hall is prohibited unless specific permission is obtained from Exhibit Booth Personnel. Exhibitors and photographers may not disrupt visitor traffic by clearing booths or aisles for photography during the regular conference hours.
12. Exhibitor shall not paste, nail or otherwise affix any exhibition sign of other material to walls, doors, or other surface on the exhibition property that is supplied by SID or to

any other part of the conference site. Exhibitor shall be liable for any damages caused by failure to adhere to this provision. SID reserves the right to make any reasonable changes in the rules necessary to ensure the health of all persons attending Display Week and the operation of Display Week all Exhibitors will be advised of such changes.

REGISTRATION for EXHIBITORS with PAID BOOTH SPACE ONLY: Exhibitors who purchase 100 to 300 square feet of booth space will receive (1) complimentary Tuesday-Friday Symposium registration, plus choice of (pick one): (1) complimentary registration for the Sunday Short Courses, the Monday Seminars, the Tuesday Investors Conference, or a \$300 credit to the Monday Business Conference. Exhibitors who purchase 400 to 700 sq. ft. will receive three (3) comps for each category as stipulated above and those that purchase 800 sq. ft. or more will receive five (5) comps for each category as stipulated above.

LIABILITIES: The Exhibitor agrees that SID, its agents and employees, and the Facility: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor’s property or injuries to the Exhibitor, his representatives, agents or employees, all claims for such loss damage, destruction, or injury being expressing waived by the Exhibitor, (b) Will not be responsible for any claims of copyright, trademark or patent infringement, unfair completion and product liability issues between exhibitors. (c) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor’s representatives, agents, or employees. The Exhibitor will be required to provide a certificate of insurance to SID. Exhibitor shall also indemnify and save and hold harmless SID and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on part of the exhibitor or its agent, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of SID or Facility. Such indemnification shall not be limited to insurance required herein. SID, its agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space and meeting rooms will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or act of God, or public enemy, or strike, or act of terrorism, or epidemic, or any law or regulation of public authority or any other act beyond the control of SID, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits, meeting rooms and display materials. Exhibitors shall carry General Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier’s subrogation rights, from any insurance carrier, which fire, explosion or any other risk coverage insuring their property. SID will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft under ACT.

AMERICANS WITH DISABILITY ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter “Act”) to make their booths accessible to handicapped persons. Exhibitors shall also indemnify and hold harmless SID, Display Week, PCM and the San Jose Convention Center against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor’s failure to have their booth comply with requirements under this Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor’s booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

RULES AND REGULATIONS: Exhibitors shall abide by all other provisions of these rules and regulations, and with the rules and regulations stated in the official exhibitor service manual, and with fire regulations and all other regulations of governmental agencies and the Facility. It expressly understood and agreed by applicant that the Rules and regulations of the exhibit as issued or amended by SID are hereby made an integral part of the Contract and of the agreement between Applicant and SID for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.