

EXHIBITOR CONTRACT



Exhibition Dates: 14–15 September 2010
 Conference Dates: 13–17 September 2010
 Monterey Conference Center
 Monterey, California, USA

COMPANY INFORMATION (Please type or print clearly)

Exhibitor Name _____

SPIE Corporate Member No Yes Corporate ID# _____

University Company Government Publisher Association Other _____

Address _____

City _____ State/Prov. _____

Zip/Postal Code _____ Country _____

General Tel _____ General Fax _____

General Email _____ Web Address _____

Parent Company or Publisher Name _____

Company's Main Product Line _____

The Technical Exhibition is limited to organizations with products or services related to the industry served by the event. See Exhibition Policy #11 for details.

CONTACT INFORMATION

Exhibitor Contact _____ Job Title _____

Address (if different from above) _____

Tel _____ Fax _____ Email _____

Advertising Contact _____ Email _____

EXHIBITION SPACE Corporate Member rates reflect a 15% discount. For information visit spie.org/membership.

Space Type	Quantity	Non Member Fee	SPIE Corp Member Fee
6 ft. Table*	_____ x _____	<input type="checkbox"/> \$1,442	<input type="checkbox"/> \$1,226. = \$ _____
10 ft. x 10 ft. Booth*	_____ x _____	<input type="checkbox"/> \$2,575	<input type="checkbox"/> \$2,189. = \$ _____
*Optional corner _____ x \$250 per corner (applies to tables and booths only)			= \$ _____
			Exhibition Subtotal = \$ _____

SPIE BUYERS GUIDE (Online)

Generate leads year round with a Featured Listing on the SPIE Buyers Guide (Online).

Special Price for **Photomask Technology Exhibitors ONLY**
 (\$795 value - now only \$495)Buyers Guide Subtotal = \$ _____

SPONSORSHIPS Sponsorships not only extend your brand image, but also drive traffic to your booth.

Featured Exhibitor Package \$920 = \$ _____

General Refreshment \$375 = \$ _____

Send me a Sponsorship Contract. I would like to review other **Sponsorship** opportunities

Sponsorship Subtotal = \$ _____

Exhibition Subtotal + Buyers Guide Subtotal + Sponsorship Subtotal = **Contract Total = \$ _____**

ADVERTISING OPPORTUNITIES

I would like a SPIE Sales Consultant to contact me regarding **Advertising** opportunities.

LOCATION ON SHOW FLOOR

Space will be assigned according to a priority point system. Space assignments will be completed by **June 2010**.

Please **Do** **Do not** assign us exhibition space adjacent to or facing the following probable exhibitors:

1) _____ 2) _____ 3) _____ 4) _____

Sponsored by



For inquiries, contact SPIE Sales:

In Austria, Germany, Italy, Liechtenstein, Luxembourg, and Switzerland

Hermann Doster

Tel: +49 (0)7025/841 806
 Fax: +49 (0)7025/842 983
 Mobil: +49 (0)152/046 096 44
hermann@spieeurope.org

For all other locations:

Teresa Roles-Meier

Tel: +1 360 685 5445
 Fax: +1 360 647 1445
teresar@spie.org

Please mail or fax original, signed contract and required deposit to:

SPIE Sales

PO Box 10
 Bellingham, WA 98227
 United States
 Tel: +1 360 676 3290
 Fax: +1 360 647 1445

For Office Use Only

Date _____

Amt Rec'd _____

CC Cash Check TC

Check# _____

Reg# _____

IDN# _____

7136-XMAINPW

SHARED EXHIBIT SPACE

Yes, my company is planning to share space with one or more companies/divisions.
A Co-Exhibitor Form will be included in your contract confirmation. **Submit one form per co-exhibiting company.**
A \$275 administrative fee is charged to the main contracted company for each co-exhibitor added.

PAYMENT INFORMATION Payment in full due on contracts received after: 17 May 2010

- A deposit of 25% on Exhibition Space and Sponsorships **must** accompany contract. Deposit may be paid by check, money order, wire transfer or credit card.
- See policies regarding Exhibition Space and Sponsorship cancellations.
- Exhibit space will be cancelled if full payment is not received by 17 May 2010.
- Please contact SPIE Sales at spiesales@spie.org if contract confirmation is not received within 7 business days.

Please check one of the following options:

- Check/Money Order enclosed (payable to SPIE) for **entire amount** in Contract Total. = \$ _____
- Check/Money Order enclosed (payable to SPIE) for **25% deposit** (.25 X Contract Total) = \$ _____
- Charge **entire amount** in Contract Total to credit card. = \$ _____
- Charge **deposit only** (.25 X Contract Total) to credit card = \$ _____
- Charge **balance** (.75 X Contract Total) to credit card on 17 May 2010. = \$ _____
- VISA MasterCard Diners Club American Express Discover

Card Number: Security Code

I authorize SPIE to charge the payment fee (as indicated on the form) to my credit card.

Expiration Date _____ / _____ Signature _____
Month Year

For wire transfers and bank account information, please contact spiesales@spie.org.

AGREEMENT: The signers of this contract warrant they are authorized to sign on behalf of the contracted company and hereby authorize SPIE to reserve exhibition space or sponsorships for use by this company during the **2010 Photomask Technology** Exhibition. The undersigned acknowledges receipt of and agrees to make payments at the rates listed, abide by all terms, policies, and other provisions of this contract.

Contractor's Signature: _____ Date: _____

POLICY INFORMATION

Exhibition Policies

1) LIABILITY: Upon approval of this contract by an authorized Exhibitor representative, it is expressly understood that the Exhibitor has read and agrees to abide by the SPIE liability policies outlined below. The International Society for Optical Engineering, hereinafter referred to as SPIE, and all organizations and individuals who are employed by/or associated with it, in connection with this Exhibition, will not assume responsibility and shall be held harmless by all Exhibitors for damage or loss resulting from fire, theft, terrorism or threat of terrorism, or any other cause whatsoever, including accident or injury to exhibitors, their employees and agents, the public, or others. The Exhibitor agrees to pay promptly for any and all damages to the exhibition building or its equipment incurred through carelessness, or otherwise, of Exhibitor or its employees or agents.

2) PAYMENT SCHEDULE: If submitted more than 120 days prior to show start date, a deposit of 25% of the total space rental fee must accompany a signed original of this contract. The remaining balance of the total fee is due 120 days prior to show start date, 17 May 2010. No space will be reserved or assigned unless both the deposit and signed contract are received at the SPIE Headquarters at PO Box 10, Bellingham, WA 98227. Full payment of the total space rental fee must accompany any signed contract received at the SPIE Headquarters less than 120 days prior to show start date.

3) CORPORATE MEMBERSHIP: Corporate membership pricing is valid only if the membership is in good standing and dues are fully paid prior to submission of exhibition contract. If the dues are not fully paid prior to submission of exhibition contract, the exhibitor pricing and payment reverts to the non-member rates. Payment made by credit card will be automatically adjusted.

4) CANCELLATION / SPACE REDUCTION: Any cancellation, space reduction requests, or requests for changes of this contract must be made in writing and forwarded to the SPIE Headquarters at exhibitions@spie.org. Cancellations or space reductions will be subject to charges according to the following schedule:

- More than six months before show start date, by 16 March 2010 – Eligible for full refund.
- More than 120 days and less than six months before show start date, 17 March 2010 through 16 May 2010 – Deposit forfeited; excess of deposit paid will be refunded in full.
- 120 days and less before show start date, after 17 May 2010– Full amount of fee is due.

In the event of cancellation or reduction of contracted space, and subject to the above cancellation charges schedule, SPIE shall retain the right to: resell canceled space without rebate or allowance to the Exhibitor, cancel requested affiliate space, and reduce priority points by 50%* for non-participation. Non-participation over two consecutive years results in complete loss of priority points*. (*If applicable.)

5) LOCATION: SPIE reserves the right to determine final placement of the Exhibitor.

6) TRANSPORTATION/SETUP: All transportation costs, and any other costs related to exhibit setup not explicitly offered above by SPIE, are to be paid by the Exhibitor.

7) FORCE MAJEURE: In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of SPIE, unfit for occupancy, or in the event the holding of the Exhibition or the performance of SPIE under the Exhibit Reservation Contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of SPIE, said Contract and/or the Exhibition (or any part thereof) may be terminated by SPIE. SPIE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of SPIE. If SPIE terminates said Contract and/or the Exhibition (or any part thereof) as aforesaid, then SPIE shall not be liable to the Exhibitor other than for a prorated refund of such Exhibitor's space price payment determined on the basis of the number of Exhibition days remaining. For purposes hereof, the phrase "cause or causes not reasonably within the control of SPIE" shall include, but not by way of limitation: fire, casualty, flood, epidemic, earthquake or inclement weather; explosion or accident; blockade or embargo; governmental restraints; restraints or orders of civil defense or military authorities; terrorism or threat of terrorism, act of public enemy, riot, or civil disturbance; strike, lockout, boycott, or other labor disturbance; inability to secure sufficient labor, technical, or other personnel; failure, impairment, or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition, or commandeering of necessary supplies or equipment; local, state, or Federal law, ordinances, rule, order decree, or regulation, whether legislative, executive, or judicial, and whether constitutional or unconstitutional; or Acts of God.

8) INSURANCE: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on per occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Required Coverages: (A) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); (B) Worker's Compensation insurance.

Exhibitor shall name SPIE as an additional insured on its general commercial liability insurance and provide SPIE with evidence thereof in the form of a certificate of insurance from their carrier, 30 days prior to show dates. Exhibitor acknowledges that SPIE has no obligations to maintain insurance on Exhibitor's behalf.

9) SECURITY: SPIE will provide general security service on a 24-hour basis to the Exhibition area from the beginning of setup hours through the conclusion of the Exhibition. However, SPIE is not responsible for loss or damage to Exhibitor's property. Exhibitors are advised to insure against these risks.

10) LOSSES: SPIE is not responsible for damage to Exhibitor's property or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit materials, fixtures or equipment fails to arrive, Exhibitor is nevertheless responsible for the exhibit space reserved as per this contract. Exhibitors are advised to insure against these risks.

11) SELLING ON THE SHOW FLOOR: The Technical Exhibition is limited to organizations with products or services related to the industry served by the event. Direct sales and/or delivery of non-related, retail or consumer products are prohibited without prior written approval from Exhibition Management.

12) FOOD AND ALCOHOL: Food and alcohol must be supplied and served by facility catering services only. Exhibitors must obtain written permission from SPIE Exhibition Management along with a signed service agreement from the facility.

13) MUSIC LICENSING: No copyrighted music may be played in the exhibition area in any fashion (including but not limited to: background music on video or audio tape presentations) without appropriate documented permissions and/or licensing. The Exhibitor is solely responsible for obtaining such permissions and/or licenses for music originating in the Exhibitor's booth/display area. The Exhibitor is also responsible for any fines, court fees, and all other costs that may arise from failure to comply with these requirements.

Sponsorship Policies

1) PAYMENT SCHEDULE: A 25% deposit is required with receipt of this form. No sponsorship will be reserved or assigned without a signed form and the 25% deposit. Payment in full is due 17 May 2010. Contracts submitted after 17 May 2010 must be paid in full. Any cancellation or request for changes of this contract must be made in writing and forwarded to the SPIE Headquarters at exhibitions@spie.org.

2) CANCELLATIONS: Cancellations will be subject to charges according to the following schedule:

- More than six months before show start date, by 16 March 2010 – Eligible for full refund.
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- 120 days and less before show start date, after 17 May 2010– Full amount of fee is due.

Exhibition Space Specifications

Tabletop Displays include a 2ft.x6ft.x30in. table. Maximum height of the display from table surface is 5ft. and width cannot exceed 6ft. No floor-standing backdrops. Space includes draped table, 2 chairs, carpeting, waste basket and company ID sign. UTILITIES ARE NOT INCLUDED.

Booth Areas include 10ft.x10ft. display space defined by 8ft. pipe and drape back- and 3ft. side-walls and company ID sign. Height restriction is 8ft. UTILITIES AND BOOTH FURNISHINGS ARE NOT INCLUDED.

Each contracted tabletop exhibiting company will receive one non-author technical pass. All other contracted exhibiting companies receive two passes.