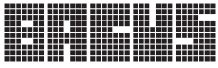


# EXHIBITOR CONTRACT



Exhibition Dates: 11–12 September 2012  
 Conference Dates: 10–13 September 2012  
 Monterey Conference Center  
 Monterey, California, USA

Sponsored by



**For inquiries, contact SPIE Sales:**

*In America, Asia, and majority of world*

**Teresa Roles-Meier**  
 Tel: +1 360 685 5445  
 Fax: +1 360 647 1445  
 teresar@spie.org

*In Austria, Belgium, Germany, Italy, Liechtenstein, Luxembourg, Netherlands, and Switzerland*

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

*Please mail or fax original, signed contract and required payment 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# \_\_\_\_\_

**9710-XPM12PW**

## 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"/> \$1,530	<input type="checkbox"/> \$1,300..... = \$ _____
10 ft. x 10 ft. Booth*	_____ x	<input type="checkbox"/> \$2,735	<input type="checkbox"/> \$2,325..... = \$ _____
*Optional corner _____ x \$250 per corner (applies to tables and booths only)			= \$ _____
			Exhibition Subtotal = \$ _____

## OPTICS.ORG BUYERS GUIDE (Online) Generate leads year round with a discounted Corporate Partner listing on *optics.org*. Includes company logo in *optics.org* buyers guide, one job posting on SPIE Career Center, and logo in all product postings for 12 months.

Special Price for SPIE Exhibitors \$195 (\$725 value) ..... *optics.org* Buyers Guide Subtotal = \$ \_\_\_\_\_

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

Featured Exhibitor Package \$920 ..... = \$ \_\_\_\_\_  
 General Refreshment \$395 ..... = \$ \_\_\_\_\_  
 **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 **March 2012**.

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

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_

Please complete next page.

### 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. A \$275 administrative fee is charged to the main contracted company for each co-exhibitor.

### PAYMENT INFORMATION

Contracts submitted after 14 March 2012 require 100% payment.

- A minimum deposit of 25% on Exhibition Space and Sponsorships **must** accompany contract.
- On 14 May 2012, defaults in payment will result in space cancellation.
- Please contact SPIE Sales at spiesales@spie.org if contract confirmation is not received within 7 business days.
- Payments due in full on 14 April 2012. On 15 April 2012, a 5% late fee will be added to all unpaid balances.
- See Exhibition and Sponsorship Policies regarding cancellations and space reduction.

**Please check the following appropriate 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 14 April 2012 . . . . . = \$ \_\_\_\_\_
- 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

- Wire transfer for **deposit only** (.25 x Contract Total) . . . . . = \$ \_\_\_\_\_
- Wire transfer for **entire amount** in Contract Total. . . . . = \$ \_\_\_\_\_

Bank wire transfer information will be sent to you upon receipt of this contract.

**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 **2012 SPIE 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 and Sponsorship 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. 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:

- A minimum 25% deposit of the total contracted amount **must** accompany contract. Contracts submitted after 14 March 2012 require 100% payment.
- All contracted charges must be paid in full by 14 April 2012. On 15 April 2012, a 5% late fee will be added to all unpaid balances.
- On 14 May 2012, defaults in payment will result in cancellation of this contract (subject to the cancellation fee schedule).

No space or sponsorship will be reserved or assigned unless appropriate payment and signed contract are received at SPIE Headquarters at PO Box 10, Bellingham, WA 98227. Account delinquency will result in exhibitor's inability to exhibit or sponsor at contracted exhibition as well as book space in future exhibitions. For accounts with more than one unpaid invoice, all cash received will be paid to oldest invoice first.

**3) CANCELLATION/SPACE REDUCTION:** Any cancellation, space reductions, or requests for changes of this contract must be made in writing to SPIE, subject to the following fees:

- On or before 13 March 2012 – Eligible for full refund.
- Between 14 March 2012 - 13 May 2012 –Deposit forfeited; excess of deposit paid will be refunded in full.
- After 13 May 2012 – No refund.

In the event of cancellation or reduction of contracted space, and subject to the above schedule, SPIE shall retain the right to: resell cancelled 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.)

**4) 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 and membership remains in good standing through the duration of the contracted exhibition. If the membership expires prior to or dues are not fully paid at the time of the contracted exhibition, the exhibitor pricing reverts to the nonmember rates and the contracted exhibitor will be liable for the balance due SPIE.

Payment made by credit card will be automatically adjusted.

**5) SPACE ASSIGNMENT AND PAYMENT:** SPIE reserves the right to determine final placement of the Exhibitor. A space may be revoked or changed by SPIE if payment is not in accordance with the payment schedule. SPIE retains the exclusive right to revise the exhibition floor plan and/or move assigned exhibitors as necessary. SPIE is not obligated to reimburse the exhibiting company for any costs stemming from relocation.

**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 (including but not limited to: background music on video or audio presentations) without appropriate documented permissions and/or licensing, which is the responsibility of the exhibitor to obtain as well as pay any and all associated fees.

**14) RULES OF PROFESSIONAL CONDUCT:** Anyone indicating disorderly, threatening, or unprofessional conduct may be removed from the premises by exhibition management.

#### 15) EXHIBITING BENEFITS

- All exhibitors will be listed in the SPIE Exhibitor Directory for 11 months from exhibition date and receive a free, basic company listing in the Optics.org Buyers Guide – each at no charge.
- Each contracted table-top exhibiting company will receive one non-author technical pass. All other contracted exhibiting companies receive two passes.

**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. Exhibitors are required to carpet booth area.

**Islands** are groupings of at least four booths (see guidelines above) not divided by pipe and drape, to be used for unified large displays. Height restrictions of 20ft. UTILITIES AND BOOTH FURNISHINGS ARE NOT INCLUDED. Exhibitors are required to carpet exhibit space.