

**EXHIBIT SPACE APPLICATION/CONTRACT**



**DVCON EXPO 2012**  
**February 28 - 29, 2012**  
**DoubleTree Hotel, San Jose, CA**

DVCon 2012 has selected MP Associates, Inc. "MPA" as the meeting/exhibit manager. MPA will act as agent for The Exhibition and can be contacted at the MPA office: 1721 Boxelder St., Ste. 107, Louisville, CO 80027, 303-530-4562.

1. Please read this contract carefully and print or type all information requested.
2. Complete, sign and send to: **DVCon 2012, c/o MP Associates, Inc.**  
**1721 Boxelder St., Ste. 107, Louisville, CO 80027**  
**TEL 303-530-4562, FAX 303-530-4334**

Booth license charge is \$2800.00 per 8' x 10' booth. Please indicate booth size. Make checks payable to: DVCon.

Choice	Booth#	Amount of Sq. Ft.
1st	_____	_____
2nd	_____	_____

First Time Exhibitor (check here)

The Management, in its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interests of the Exhibition.

**COMPANY INFORMATION**

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ Web Address \_\_\_\_\_

I have read and agree to the terms and conditions of this contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**CONTACT INFORMATION**

Contact Name \_\_\_\_\_ Email Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address (If different from above) \_\_\_\_\_

**PAYMENT INFORMATION**

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Card Holder's Name \_\_\_\_\_ Sec. Code \_\_\_\_\_

I agree to pay the total amount according to the card issuer agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Total Booth Space License \_\_\_\_\_ Contract Received \_\_\_\_\_

Booth Assigned \_\_\_\_\_ Total Amount Due \_\_\_\_\_

## 1. PURPOSE AND ARRANGEMENT OF EXHIBITS

Exhibits are to educate an audience by dramatic demonstrations and presentations. They shall be so arranged 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.

**Licensed Space.** Includes the following exhibit equipment: 8' x 10' space, 8' high backwall, 4' sidewalls plus a 7" x 44" sign featuring the exhibitor's name. General guard security and general aisle cleaning are provided. However, The Management accepts no liability for losses or damages of any kind sustained through the exhibition.

**Standard Exhibits.** Regular and specially-built backwalls including signs may not exceed an over-all height of 12'. The backwall height for wall locations may not exceed 12'. Low side dividers between exhibits should not exceed 48" in height.

**Cubistic or Free-Form Displays.** Cubistic or free-form displays may be constructed within the areas designated.

**Equipment.** All equipment must adhere to the 12' height restriction.

**Finished Surfaces.** All exposed areas of the exhibit must be finished or draped surfaces including the back and sides. No graphics, logos or print facing into another booth will be allowed. All such material must face into the aisle or into the Exhibitor's own booth. Any part of any booth needing a finished surface one hour prior to the opening of the show will be draped at the expense of the exhibitor. Show Management will decide whether such drape is needed.

## 2. INSTALLATION AND DISMANTLING OF EXHIBITS

Information for installation and dismantling of exhibits is available on the website to prepare for these activities.

## 3. FIRE, SAFETY AND HEALTH

The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the Exhibitor. If loud speakers or sound devices are used, they should be tuned to conversational level and must not be objectionable to neighboring Exhibitors. Sound will be checked with a decibel meter. Operating equipment that emits excessive noise must be run before or after exhibit hours for specific demonstrations only. The Management reserves the right to restrict or prohibit the use of glaring lights, objectionable lighting effects, excessive or bothersome noise, or other effects which are offensive or otherwise distract from the exposition as a whole.

## 4. UNION LABOR

Exhibitor must comply with all union regulations applicable to installing, dismantling and the display of exhibits.

## 5. EXHIBITOR'S PERSONNEL AND OTHER CONSIDERATIONS

Distribution of advertising matter and souvenirs must be confined to Exhibitor's spaces. Undignified methods of attracting attention will not be permitted. The Management reserves the right to prohibit an exhibit or part of an exhibit which in its judgment may detract from the character of or may be considered objectionable to the exposition as a whole. Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is strictly forbidden.

**PROFESSIONAL DRESS CODE.** Models, demonstrators, hosts/hostesses and other employees and personnel in the exhibit hall must be attired in a businesslike, professional, tasteful manner. Costumes are not allowed. Failure of an Exhibitor to meet this requirement is grounds for immediate removal of the offending person from the exhibit hall.

The Management shall have the sole and complete authority in the interpretation of this policy.

## 6. LIABILITY AND INSURANCE

The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and same, The Management, DoubleTree Hotel, and its employees and agents, harmless against all claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by Exhibitor installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of the, DoubleTree Hotel, its employees and agents. In addition, Exhibitors acknowledge that The Management and the DoubleTree Hotel do not maintain insurance covering exhibit property and that it is the responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses sustained through exhibition.

## 7. STORAGE

Storage of cases and boxes is the responsibility of the Exhibitor, however, storage is available at an additional cost to the Exhibitor. The Management assumes no responsibility for damages or loss of boxes or crates.

## 8. UNOCCUPIED SPACE

The Management reserves the right, should any licensed Exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his invoice for space license under the terms of the contract.

## 9. INABILITY TO PERFORM

If The Management should be prevented from holding the exposition 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 refund to the Exhibitor the amount of money paid by him, less a proportionate share of the exposition expenses, and The Management shall have no further obligation or liability to the Exhibitor. If the Exhibitor shall have made no payment, he nevertheless shall be obligated to pay his proportionate share of such expenses.

## 10. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the DoubleTree Hotel.

## 11. ASSIGNMENT OF EXHIBIT SPACE

The Management shall assign the Exhibit Space to the Exhibitor for the period of the Exhibit. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but The Management's decision will be final. The Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total exhibition. The Management reserves the right to withdraw its acceptance of this Application/Contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or service is not eligible to be displayed in this Exhibit.

## 12. AMENDMENTS

The regulations have been formulated for the best interest of the Exhibitors as well as this Exposition and The Management. All matters and questions not covered by these regulations are subject to the decisions of The Management. The regulations may be amended at any time by The Management and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations.

## 13. MAILING LIST AGREEMENT

Subsequent to The Conference, The Management shall send to the Exhibitor an electronic list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor's own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever. In the event of any violation of this agreement by the Exhibitor, and in addition to all other remedies, The Management may deny the Exhibitor any participation in any future Accellera sponsored events.

## 14. MISCELLANEOUS

This contract shall be subject to interpretation by Colorado law and the venue for all legal proceedings involving or arising for this contract shall be in the District Court for Boulder County, Colorado. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract.

## LICENSING INFORMATION

### PRICING

The charge for display space at DVCon 2012 is \$2800.00 per 8 'x 10' booth.

#### **Booth licensing includes:**

- Illuminated exhibit space with 8'-high backwall drape if needed and 4'-high side rails.
- A 7" x 44" identification sign with your company's name, and booth number.
- General exhibit hall security service.
- Daily aisle cleaning service.
- Exhibitor information which, in addition to pertinent and updated marketing information, will assist you in ordering equipment and services.

### EXTRA PRIVILEGES

- A descriptive listing in the Final Program, which can later serve your prospective buyers as a product directory.
- Opportunity to advertise in the Final Program to give your conference marketing objectives added impact.
- A complimentary list of conference registrants (No email addresses), after the show for post-conference follow-up.
- One 6' x 30" standard table with 2 chairs and trash can (if exhibitor orders by a specific date).
- A listing on the DVCon 2012 exhibition web page with a link to your website.
- Sponsorship opportunities
- Meeting space at The DoubleTree Hotel, if requested, upon Management approval. Hotel fees may apply.

### CANCELLATION POLICY

Based on the refund schedule below, the portion of credit that you will receive for the amount of space reduced, will be applied to the total amount due for the smaller space. Furthermore, cancellation of any portion of this contract by the exhibitor will be accepted only at the discretion of The Management and again only based on the following schedule.

#### CANCELLATION AFTER DATE SCHEDULE OF REFUND/CREDIT

After November 30, 2011, but before January 11, 2012—50% of the total amount paid as of the date of cancellation.

After January 11, 2012—**No refund or credit at any time.**

In the case of a merger, payments received will be transferred to the parent company. However, a 50% administrative charge based upon booth licensing fee of the merged company will be assessed. This clause will remain in effect through January 11, 2012.

After that date the parent company will not receive any payment credits accrued by the acquired company. **The Exhibitor assumes entire responsibility and hereby agrees to indemnify The Management for the loss of any sales, present or future, which may result from the cancellation or reduction of space.**