## d Circuits Conference

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ation to Exhibit Custom Integrated Circuits Conferen April 8 – 11, 2018, DoubleTree Hotel Mission Valley, San Diego,Cali		
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For CICC use only:	Accepted by:	Date:	Total Cost:
Amt Pd.:	Ck #:	Booth #:	Notes:

## Conditions of the Exhibitor's Agreement

1. APPLICATIONS AND ELIGIBILITY: Application for booth space must be made on the printed form provided by the Custom Integrated Circuits Conference (CICC), contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). CICC reserves the absolute right to reject any such application.

2. AGREEMENT TO CONDITIONS: Each exhibitor, for himself and his employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with CICC.

3. ASSIGNMENT OF SPACE: Classification of exhibits and assignment of space will be determined by CICC based on the character of the proposed exhibits and individual requirements and preferences to location for each exhibitor. CICC reserves the right to change the space assignment after acceptance of the application should it be necessary in the best interest of the Exhibition. No exhibitor shall assign, sublet or share the whole or any part of his space.

4. **PAYMENT:** Payment in full must accompany the Application to Exhibit. Applications not accompanied by the appropriate fee will be delayed in processing and space assignment.

5. **INSURANCE:** In all cases, exhibitors wishing to insure their goods must do so at their own expenses.

6. BOOTHS: Standard booth equipment (back and side wall draping and identification sign) will be provided by CICC without cost to the exhibitor if ordered in advance. If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths. No part of any display may be over 10 feet in height. The back three feet of rented space may be occupied from the floor up to 10 feet in height; the front of the rented space may be occupied from the floor up to 48 inches only.

7. CARE OF EXHIBIT SPACE: The exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he is contracted.

8. PROTECTION OF THE EXHIBIT FACILITY: Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to, columns, walls, floors or other parts of the hotel or convention hall exhibit area without permission of CICC and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of the Exhibit Manager, the hotel or convention hall manager or their assistants.

9. INSTALLATION AND DISMANTLING: The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor for the particular conference or convention. Such requirements shall be binding upon the exhibitor as though fully set forth herein. All displays must be in place and set up one hour prior to the official opening of the show. Space not occupied or set up by that time may be re-assigned for other purposes by CICC.

**10. DEFAULT OCCUPANCY:** Any exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and CICC shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by one hour before the official show opening.

**11. ACCESS TO DISPLAYS:** CICC may from time to time promulgate such regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgment to be most practical.

**12. PERSONNEL:** Booth personnel, including demonstrators and receptionists, are required to confine

their activities within the exhibitor's booth space. All exhibitors participating in the CICC conference are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibition and the meeting.

**13. USE OF SPACE:** Exhibits shall be shown only in the official exhibit areas as established by the CICC Exhibits Manager. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment or information concerning services, or movies of such articles, equipment or services in private suites or rooms during the conference or convention, in accordance with prior agreements between CICC and officials of hotels and the convention bureau in the locale of the specific conference or convention.

No exhibitor shall permit any other corporation or firm or its representative to use the space allotted to him, nor shall he display articles not manufactured or sold normally by him.

**14. DISTRIBUTION OF PRINTED MATTER, ETC.:** Neither exhibitors nor non-exhibitors shall distribute to the conference or convention delegates printed matter, samples, souvenirs and the like, except from within rented space. Special distribution of such material elsewhere must be approved by the Exhibits Chairperson.

**15. CONFLICTING MEETING AND SOCIAL EVENTS:** In the interest of the success of the entire conference and exhibition, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the conference or exhibit hall during the official hours of the conference and exhibit.

16. CANCELLATION OR RELOCATION OF CON-FERENCE: In the event of cancellation or relocation of any conference, due to circumstances within CICC's direct control, the liability of CICC shall be limited to refund of fees paid to CICC by the exhibitor. In the event CICC has no control over the cancellation or relocation of any conference, CICC shall have no liability of any kind but may at its discretion refund any fees paid by the exhibitor.

**17. CANCELLATION BY EXHIBITOR:** Should the exhibitor be unable to occupy and use the exhibit space contracted for and should he notify CICC in writing by March 16, 2018, 50% of all fees paid by the exhibitor to date will be refunded. No refund of any fees will be made if cancellation is received after March 16, 2018

18. CICC'S RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY: CICC reserves the right to remove from the hotel or convention hall premises any or all of the property of the exhibitor should the conference or convention be canceled or relocated or should the exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.

**19. VIOLATIONS OF THE CONDITIONS:** Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement.

a. Participation in or affiliation with the conference

- and/or exhibition by firms or organizations to whom recruiting and/or staffing is a significant function of business.
- b. Use of a display of equipment, products or services that varies in any significant way from the

description on the Application to Exhibit.

- c. Violation of any municipal, state or federal laws, rules or regulations, including safety codes.
- d. Failure to follow the procedures prescribed in sections 1 through 18.
- Failure to remove his property from the hotel or exhibit hall upon cancellation or relocation of the conference.

## 20. LIABILITY:

- a. CICC undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his officials, agents or employees, or for the protection of the property of the exhibitor or his representa- tives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other causes. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any protection exercised by CICC shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.
- b. The exhibitor agrees to indemnify and hold CICC and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.
- CICC shall not be liable for any failure to deliver C. space to an exhibitor or for the loss of allotted space of an exhibitor who has contracted for exhibit space under the terms of this agreement. if nondelivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God, acts of a public enemy, strikes, the authority of the law, or any cause beyond its control. CICC will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse exhibitors pro-rata on any booth fee paid, less any and all legitimate expenses incurred by CICC for advertising, administration and similar related costs.

**21. REMEDIES:** General. In the event the exhibitor violates any of the conditions of the exhibitor's Agreement, CICC reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law.

- CICC may order the exhibitor to remove his exhibit and personnel, or have them removed under the provisions of section 18. In these circumstances, no part of the exhibitor's fees will be returned.
- b. CICC may refuse thereafter to enter into any agreement with the same or related signatory/ exhibitor to lease booth space at future conferences sponsored by CICC.