EXHIBITOR CONTRACT.

Sponsored by



Co-Sponsored by



For inquiries, contact SPIE Sales:

For Majority of the World:

Teresa Roles-Meier

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

In Japan:

Sakae Shibasaki

Optronics Tel: +81 3 3269 3550 Fax: +81 3 5229 7253 s_shiba@optronics.co.jp

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 spiesales@spie.org www.SPIE.org

| For Office Use Only |
|---------------------|
| Date |
| Amt Rec'd |
| ☐ CC ☐ Cash ☐ Check |
| Check# |
| Reg# |
| IDN# |
| 24486-XAS20PW |

SPIE. ASTRONOMICAL TELESCOPES + **INSTRUMENTATION** Exhibition Dates: 16-18 June 2020 Conference Dates: 14-19 June 2020

Pacifico Yokohama Yokohama, Japan

| COMPANY INFOR in promotional materials.) | | | | | |
|---|---|---|---|---------------------------|--|
| Exhibitor Name | | | | | |
| SPIE Corporate Member | √ □ No □ Yes | Corporate ID# | | | |
| ☐ University ☐ Compa | any 🖵 Governm | ent 🖵 Publisher | ☐ Association ☐ Oth | ner | |
| Address | | | | | |
| City | | S | tate/Prov | | |
| Zip/Postal Code | | | Country | | |
| General Tel | General Fax | | | | |
| General Email | | We | b Address | | |
| Parent Company or Pub | lisher Name | | | | |
| Company's Main Produc | ct Line | | | | |
| The Technical Exhibition served by the event. See | | | ducts or services relate | d to the industry | |
| CONTACT INFOR | MATION | | | | |
| Exhibitor Liaison | | J | ob Title | | |
| Address (if different fro | | | | | |
| Tel | | | | | |
| Advertising Contact | | | | | |
| EXHIBITION SPA spie.org/membership. | CE SPIE Corpora | te Member rates re | eflect a 15% discount. Fo | or information visit | |
| Space Type | Quantity | Non Member Fee | Corp Member Fee | | |
| Table Package | X | \$3,200 | \$2,720 | = \$ | |
| Booth Package (9 sqm)* | | \$5,745 | \$4,883.25 | = \$ | |
| Booth (9 sqm)* | | \$4,580 | \$3,893 | = \$ | |
| Island Raw** | sq. ft. x (dimensions of | □ \$48.18 per sq. ft. xft.) | ☐ \$40.95 per sq. ft | . = \$ | |
| Content of exhibit package | es are described in t | he Exhibition Space S | Specifications on page 2. | | |
| *Optional corner | x \$450 per corner (a | applies to booths only | | | |
| **Increments of 9 sqm., 36 | sq. meters minimum | | Exhibitio | n Subtotal= \$ | |
| OPTICS.ORG BUY Corporate Partner listing SPIE Career Center, and Special Price for SPIE E | g on <i>optics.org</i> . In I logo in all produc | cludes company lo ct postings for 12 m | go in <i>optics.org</i> buyers nonths. | guide, one job posting | |
| SPONSORSHIPS | Snansarshins nat | only extend your b | rand image but also dr | ive traffic to your booth | |
| ☐ Featured Exhibitor Pac ☐ General Sponsor \$795 ☐ Carbon Offset \$100 | kage \$995 | | | = \$ = \$ | |
| | | | Sponsorship | Subtotal = \$ | |
| Exhibition S | ubtotal + Buyers G | uide Subtotal + Spo | nsorship Subtotal = Cont | ract Total = \$ | |
| ADDITIONAL AD | VEDTISING A | ND SDONSO | DSHID ODDODTI | NITIES | |
| ☐ I would like a SPIE Sa | | | | | |
| | | | 5 | | |

SPACE ASSIGNMENTS

Space will be assigned according to date contract and payment are received. List your top three competitors:

| 1) 2 |) | 3) |
|------|---|----|
| | · | |

☐ We would like to participate in the following Cluster Group:

Clusters are organized by state or country economic development groups. Space is limited and participation is not guaranteed.

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|---|---------------|--------|--------|
| Δ | 5 | ') | () |

Exhibitor Name _

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 \$450 nonrefundable administrative fee is charged to the main contracted company for

PAYMENT INFORMATION Contracts submitted after 18 February 2020 require 100% payment.

- and Sponsorships must accompany contract.
- Payments due in full on 18 March 2020 On 19 March 2020, a 5% late fee will be added to all unpaid balances.
- A minimum deposit of 25% on Exhibition Space On 17 April 2020, defaults in payment will result Please contact SPIE Sales at in space cancellation.
 - See Exhibition and Sponsorship Policies regarding cancellations and space reduction.
- 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 (applicable before 18 February 2020) = \$ | |
| CREDIT CARD — Please contact SPIE to make credit card payments. SPIE accepts VISA, MasterCard, American Express, Diners Club, and Discover cards. Credit card payments will be converted to your local currency by your card company or bank (see http://www.xe.net/ucc/ to convert your total fees). | |
| ☐ Wire transfer for deposit only (.25 x Contract Total) | |
| ☐ Wire transfer for entire amount in Contract Total | |

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 2020 SPIE Astronomical Telescopes + Instrumentation 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.
- All contracted charges must be paid in full by 18 March 2020. On 19 March 2020, a 5% late fee will be added to all unpaid balances.
- On 17 April 2020, 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 17 December 2019 Eligible for full refund
- Between 18 December 2019 16 February 2020 Deposit forfeited; excess of deposit paid will be refunded in full.
- After 16 February 2020 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 nonparticipation. 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 discre tion 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) HARASSMENT: SPIE promotes an environment that is free of inappropriate behavior and harassment by or towards employees, members, attendees, volunteers, contracts, supplies, or customers. Any form of harassment is unacceptable and will be promptly and thoroughly investigated. SPIE will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in an investigation of same. Individuals not complying with this policy may be asked to leave the event.

15) RECORDINGS/PHOTOS: Recording and photos of any kind is prohibited without explicit permission from on-site company representatives. Individuals not complying with this policy will be asked to surrender their recording media and to leave the exhibition hall. Refusal to comply with such request is grounds for expulsion

16) CONTRACTED SPACE: Must have staff and exhibit materials present at booth during all open exhibition hours.

17) EXHIBITING BENEFITS:

- All exhibitors will be listed in the SPIE Exhibitor Database 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 tabletop exhibiting company will receive one nonauthor technical pass. All other contracted exhibiting companies receive two passes non-author technical passes.

Exhibition Space Specifications

Tabletop Package includes a D 0.6m x W 1.8m or similar table, system panel walls, company name board, 100V/200W electrical outlet, 2 chairs, carpet (standard gray color), wastebasket Booth Package includes hard walls, 1 reception counter H 0.9m x W .08m x D 0.45m or similar, 1 display counter H 0.75m x W 1.5m D 0.6m or similar, carpet (standard gray color), company

name board, 100V/300W electrical outlet, 2 chairs, wastebasket Booth Raw includes hard walls, company name board, UTILITIES AND FURNISHING ARE NOT INDLUDED. Exhibitors are required to carpet exhibition space.

Island Raw is a grouping of at least four booths used for unified large displays. Height restrictions of 6m. UTILITIES AND FURNISHING ARE NOT INDLUDED. Exhibitors are required to carpet exhibition space.