

# OFC 2018 EXHIBIT SPACE CONTRACT

13-15 March 2018 • San Diego Convention Center • San Diego, California, USA

Return signed contract with deposit to: OFC Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036  
Tel: +1.202.416.1428 Fax: +1.202.416.1408 Email: sales@ofcconference.org

## 1 COMPANY INFORMATION

We are a first-time exhibitor.

If no Buyers' Guide information is submitted online by the 30 November 2017 deadline, the information on file will be published electronically and in print.

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

Division of /  Subsidiary of: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ URL: \_\_\_\_\_

## 2 PRIMARY CONTACT — to receive all logistics information pertaining to exhibit

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Email: (main mode of communication—print clearly): \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Skype ID: \_\_\_\_\_

## 3 BILLING CONTACT — please complete only if different from primary contact

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Email: (main mode of communication—print clearly): \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Skype ID: \_\_\_\_\_

## 4 EXHIBIT SPACE — Booths include standard drapery, one identification sign, one technical badge and technical program per 100 sq. ft. occupied, and unlimited exhibit staff badges.

Booth Size	Dimensions in Ft. (W x L)	Total Sq. Ft. x Price	# of Exposed Corners
Less than 500 sq. ft.	( _____ x _____ = _____ sq. ft.)	_____ sq. ft. x \$46.00 +	( _____ x \$300 ) = \$ _____
More than 500 sq. ft.	( _____ x _____ = _____ sq. ft.)	_____ sq. ft. x \$44.00 +	( _____ x \$300 ) = \$ _____

Select Booth #	1st Choice #	2nd Choice #	3rd Choice #	Subtotal: = \$ _____

## 5 ADVERTISING AND SPONSORSHIP OPPORTUNITIES

Digital Booth Upgrade  Gold - \$495  Silver - \$295 = \$ \_\_\_\_\_

Logo Placement in Printed Buyers' Guide Listing  \$500 = \$ \_\_\_\_\_

Additional Company Listing - Buyers' Guide & Online  \$250 = \$ \_\_\_\_\_

Please have the OFC Sales Team contact me regarding other Sponsorship and Advertising opportunities **Total: = \$ \_\_\_\_\_**

## 6 CONTRACT AUTHORIZATION — By signing below, with or without appropriate payment, this contract shall become a legally binding contract. The individual signing this document represents that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, OFC Management's rules and regulations, any additional rules and regulations published by OFC Management, and the following documents (which are hereby incorporated by reference as part of this Contract) as they may be amended by OFC Management from time to time: OFC Exhibitor Service Manual (inclusive), OFC Online Exhibitor Service Center (inclusive), OFC Exhibitor Newsletters.

A deposit equal to one half (50%) of the space rental fee is due when you sign this application. This payment is non-refundable. A signed contract obligates the Exhibitor to pay the deposit; after 15 September 2017 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation. See cancellation clause on the back of this form.

Authorized Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Name (Please print.) \_\_\_\_\_

## 7 PAYMENT — Make checks payable (in US Dollars, drawn on a US bank) to OSA, mail checks to OSA Exhibits, 2010 Massachusetts Avenue, NW, Washington, DC 20036, USA.

If payment is to be made by wire transfer, direct funds to: Bank of America, 1501 Pennsylvania Ave. NW, Washington, DC 20013; ABA# 0260-0959-3; Beneficiary, OSA; Acct.#20-867-84-287; SWIFT, BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a \$25 processing fee by Bank of America, as remitter is responsible for these fees.

You may also pay by credit card:  Visa  M/C  Diners  AmEx

Amount: \_\_\_\_\_ Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Print Name (as it appears on card): \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Check here to authorize OFC Management to charge this credit card on 30 September 2017 for the balance due.

### OFC MANAGEMENT USE ONLY

Booth #: \_\_\_\_\_

Dimensions: \_\_\_\_\_

# Of Corners: \_\_\_\_\_

Total Sq. Ft: \_\_\_\_\_

Cost Of Booth: \_\_\_\_\_

Date Received: \_\_\_\_\_

OFC Mgmt. Signature: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_

Balance Due: \_\_\_\_\_

# OFC 2018 EXHIBITION RULES & REGULATIONS Read Carefully — Avoid Misunderstandings

The Optical Fiber Communication Conference (OFC) is an unincorporated association which operates as agent and on behalf of The Optical Society (OSA) and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Communications Society and its Photonics Society (collectively referred to as the "Sponsors" of the OFC Conference). Below, the term "Convention Center" refers to San Diego Convention Center and "Operator" refers to City of San Diego, a municipal corporation. The term "OFC Management" refers to OSA in its capacity as manager of OFC.

OFC Management reserves the rights, in its sole reasonable discretion, to: (i) amend OFC rules and regulations at any time; (ii) grant or deny its consent; and (iii) apply, interpret, and enforce these rules. Any point not specifically covered in these rules is subject to the decision of OFC Management, whose decision shall be final.

**PURPOSE OF THE EXHIBIT:** To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition will serve to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. OFC Management reserves the right to determine whether Exhibitor's materials relate to the purpose of the exhibition.

**ACCEPTANCE AND ASSIGNMENT OF SPACE:** This Contract shall be deemed accepted by OFC Management upon space assignment. OFC Management maintains an Assignment Order Number (AON) for each Exhibitor, based on past OFC participation and total dollars spent by Exhibitor at OFC 2017. Initial assignment of space will begin 21 March 2017 and will be based on AONs. Remaining space will be assigned to non-OFC 2017 exhibitors on a first come, first served basis. Although OFC Management will attempt to fulfill Exhibitor's space request, exhibit space will be assigned by OFC Management in its discretion and its decision shall be final; provided, however, that OFC Management reserves the right to revise the exhibition floor plan and/or reassign space assignments at any time without notice to Exhibitor.

**PAYMENTS:** Exhibitors must make payments as indicated in the Cost of Exhibit Space section on the front of this form. Exhibitors that have not made payment in full may not move in or retrieve badges or receive delivery of freight until full payment has been made. OFC Management may charge late fees of 1.5% per month (18% per year) for past due accounts. Exhibitors with accounts more than 90 days past due will lose all AON points, and be prohibited from participating in OFC until all accounts are satisfied.

**CANCELLATIONS:** This Contract may be cancelled by Exhibitor by giving written notice to OFC Management, subject to the following fees:

- On or before 15 September 2017 - 50% of the full contracted space rental fee
- After 15 September 2017 - 100% of the full contracted space rental fee

These fees apply in the event of Exhibitor cancellation or failure to participate for any reason whatsoever. Cancellation fees will NOT be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by OFC Management. Exhibitor shall also forfeit all exhibitor privileges, including but not limited to: AON priority points for OFC 2019 booth selection; hotel rooms reserved via the Exhibitor Housing Block; exhibit Technical and Booth Personnel badges; access to press room and press conference slots; and access to sponsorships and advertising opportunities, as well as removal of company listing from the Exhibit Buyers' Guide and Web site.

**UPSIZING:** At any time after signing the original Contract, Exhibitor may enter into a new contract for larger space, subject to availability.

**DOWNSIZING:** The amount of space reserved may be reduced by Exhibitor by giving written notice to OFC Management, subject to the following payments, which may be applied against the reduced space:

- On or before 15 September 2017 - 50% of the original Contract price. Any overage will be refunded.
- After 15 September 2017 - 100% of the original Contract price. Payment in excess of the cost of the new space is nonrefundable.

**MERGERS AND ACQUISITIONS:** Exhibitor's obligations under this agreement, including but not limited to its payment obligation, may not be waived or assigned to any third party without the prior written permission of OFC Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees for exhibit space reserved under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

**ARRANGEMENT OF EXHIBITS:** OFC Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, one technical digest, one technical badge per 100 square feet occupied, unlimited Exhibitor personnel badges, and one complimentary editorial listing. The floor space for all booths must be carpeted or in some other way professionally covered, with the cost for this covering being the responsibility of the Exhibitor. If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, OFC Management reserves the right to order carpeting at Exhibitor's expense. Exhibitors choosing to build double-decker booths must notify OFC Management 60-days prior to the event.

**SERVICES:** OFC Management has designated official exhibition contractors as outlined in the Exhibitor's manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. OFC Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitors wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Convention Center's rules and regulations. Applicable union regulations for the Convention Center will be provided in the Exhibitor Manual.

**COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the OFC Conference, as well as all rules and regulations of the Convention Center and of OFC Management. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Convention Center from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2007 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the OFC Conference. A copy of the OSA's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that if notified by OFC Management that the condition of Exhibitor's space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition. Consequences for Exhibitor's failure to do so include but are not limited to cancellation of Exhibitor's space.

**INSTALLATION AND DISMANTLING:** Until full payment of the space rental fee has been received, Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to Exhibitor's booth. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual.

Exhibitor agrees that if OFC Management should receive, handle, or have in its care or custody Exhibitor's property of any kind shipped or otherwise delivered to the Convention Center prior to, during, or following the exhibition, OFC Management shall act solely for the accommodation of Exhibitor and OFC Management shall not be liable for any loss, damage, or injury to such property.

**RESTRICTIONS:** Exhibitor's activities shall be restricted to Exhibitor's booth space only. OFC Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. OFC Management reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with OFC Management's rules and regulations also include, but are not limited to, forfeiture of all fees paid and ineligibility to exhibit at or attend any future OFC Conference.

**SUBLEASING SPACE:** Unless approved in advance and in writing by OFC Management, Exhibitor shall not assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from OFC Management.

**COMPETING EVENTS:** Exhibitor shall not conduct any competing event of more than 50 people during official OFC Conference hours.

**CALIFORNIA EXHIBITS:** Exhibitors engaged in selling activities must possess a valid California seller's permit (unless exempt from such requirement under California law). OFC Management may be required to provide a list of Exhibitors and their seller's permit status to the California Board of Equalization. Upon request, Exhibitor must promptly (within 10 business days) provide OFC Management with its seller's permit number (or reason for exemption).

**ADVERTISING MATTER:** OFC Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's booth is forbidden.

**MUSIC:** Due to licensing restrictions, the use of music in presentations, including video presentations, is permitted but Exhibitor must be prepared to provide OFC Management with proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

**FOOD AND ALCOHOL:** Centerplate is the exclusive provider of food, beverage, and catering services within the Convention Center. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the OFC Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all the rules and requirements of the Convention Center and Operator as well as the OFC Management alcohol policy, which may be obtained from OFC Management upon request.

**AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

**BOOTH PERSONNEL:** Exhibitor must have staff present at booth during all open exhibition hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All booth personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

**PHOTOGRAPHY AND VIDEO RECORDING:** Neither photography nor video recording are permitted in the Convention Center without the express, prior written consent of OFC Management. Sanctions for noncompliance include, but are not limited to, the seizure and destruction of film or electronic storage devices.

**SOUND LEVELS:** Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

**CHILDREN:** In the interest of safety, no person under 18 years of age will be allowed on the show floor during exhibition set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from OFC Management in the event of extraordinary circumstances. As a condition of any child's admission to the Exhibit Hall, parents or guardians must agree to abide by OFC Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

**FORCE MAJEURE:** OFC Management may suspend or terminate this Contract without penalty in the event the Convention Center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the OFC Conference as scheduled due to any event beyond the control of OFC Management, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for OFC Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of OFC Management and the Sponsors of the OFC Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by OFC Management, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

**INSURANCE:** Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the OFC Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the OFC Conference and The Optical Society (OSA) and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Communications Society (ComSoc) and its Photonics Society, and the members, officers, directors, agents and employees of each of these entities (collectively the "OFC Parties") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to OFC Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish OFC Management with a Certificate of Insurance verifying such coverage 30 days prior to the exhibition.

**DISCLAIMER OF WARRANTIES:** The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose all of which are hereby excluded to the fullest extent permitted by law.

**DAMAGE TO CONVENTION CENTER:** Exhibitor shall be solely responsible for any and all damage to the Convention Center caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

**INDEMNIFICATION:** Exhibitor agrees to defend, indemnify, and hold harmless the OFC Parties, the Convention Center, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively "Exhibitor Parties").

**LIMITATION OF LIABILITY:** Exhibitor agrees that the liability of the OFC Parties under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the OFC Parties be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Exhibitor is solely responsible for the security of its property and property of others under its control.

**WAIVER:** Exhibitor acknowledges that the OFC Parties, the Convention Center, and the Operator do not carry insurance coverage for Exhibitor's property. Exhibitor is solely responsible for the security of its property and property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the Exhibitor Parties might sustain as a result of Exhibitor's participation in the OFC Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the OFC Parties, the Convention Center, the Operator, and their officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the OFC Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

**LAWS:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the OFC Parties with respect to this Contract. The OFC Parties shall be entitled to recover from Exhibitor all costs (including attorney's fees) from any suit brought by the OFC Parties to enforce their rights herein.

**GENERAL:** The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority, to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with the written consent of OFC Management. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.