

OCEAN COMMUNITY CONFERENCE '98 Sponsored by MTS -- NOVEMBER 15-19, 1998

Baltimore Convention Center
Baltimore, Maryland

1998 APPLICATION AND CONTRACT FOR EXHIBIT SPACE

We hereby apply for exhibit space in the OCC '98 in Baltimore, Maryland, November 15-19, 1998. We agree to abide by show rules and regulations, as detailed in the Exhibitor Services Manual issued in advance of OCC '98, and with the Basic Terms and Conditions printed on the reverse side of this form.

Company Name: _____

Contact Name: _____ Title: _____

Address: _____

(Please do not use P.O. Box #)

City: _____ State: _____ Province _____ Postal Code: _____ Country: _____

Telephone: _____ Fax: _____

Please provide your company's URL to be linked directly to the OCC '98 Exhibition Web Site _____

BOOTH LOCATION PREFERENCE

First Choice _____ Second Choice _____ Third Choice _____

We wish to be located as close as possible to the following companies:

If possible, please do not locate our space adjacent to or directly across from the following companies:

We will be exhibiting products in the following categories:

We are: _____ Manufactures _____ Manufacturer's Representatives _____ Resellers _____ Industrial Distributors
_____ Publisher _____ Government Agency _____ Other _____

A 50% deposit of the full price of space contracted must be received with your signed application in order to assign a booth. A counter signed copy will be returned to you when booths are assigned. **Full payment is required for all applications received after August 15, 1998.**

	Cost	Quantity	Total
10X10 Booth	\$1,500.00		
10x10 Booth @ 5% Discount ¹	\$1,425.00		
10X10 Booth @ \$275 Discount ²	\$1,225.00		
Multiple Booths (2 thru 8)	\$1,350.00		
	Total Booth Cost		

1. Space contracted by January 15, 1998 at \$1,425 (5% discount) must be paid in full by February 28, 1998, failure to do so will result in loss of discount.

2. Space contracted at \$1,225 is available to MTS Sponsors only.

Note: All payments should be made in U.S. funds.

Exhibitors are responsible for all bank collection fees and /or discounts associated with their payments.

Make all checks payable to : IEEE TRAVEL & CONFERENCE MANAGEMENT SERVICES (ITCMS)

Method of Payment: Amex _____ Visa _____ Discover _____ Diners Club _____ M/C _____

Check _____

Acct: _____ Exp. Date: _____ Signature _____

AUTHORIZATION

I am authorized by my company to contract for exhibit space at OCC '98 as indicated above. I have carefully read and accept the information and conditions contained herein.

Print Name: _____ Date _____

Signature: _____ Title: _____

PLEASE RETURN COMPLETED FORM TO:

IEEE Travel and Conference Management Service, Attn: Maria Palombini
445 Hoes Lane, P.O. Box 1331, Piscataway, N.J. 08855-1331
800-810-4333 or 732-562-5599 Fax: 732-981-1203

Basic Terms and Conditions

1. Contract

This application, properly executed by Applicant (Exhibitor) shall upon written acceptance and notification of booths assigned by OCC '98 management constitute a valid and binding contract.

2. Assignment of Space

Assignment of space to exhibitors and those making application after August 15, 1998, will be made in the order of postmark date.

OCC '98 will continue to receive applications and assign exhibit space, as it remains available, until shortly before the show opening date. In all cases, total booth payments must be received prior to show opening.

OCC '98's assignment of booths is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. After assignment, space location may not be changed, transferred or canceled by the Exhibitor except upon written request and with the subsequent written approval of OCC'98 management. OCC'98 management reserves the right to reassign Exhibitor space in order to modify floor plan for overall benefit of the show.

3. Subletting Space

No exhibitor will assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc. not manufactured or distributed by the Exhibitor in the regular course of his business except upon prior written consent of ITCMS Management.

Space reductions are considered cancellations and may be subject to cancellation fees.

4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein.

Show Price Per 10X10 Booth: \$1,500 United States Currency Includes: Exhibit Space; 8-foot high back drapes; 3-foot high side rails; 7-inch by 44-inch identification sign; Listing in programs and buyers' guide. Show aisles will be carpeted and cleaned.

One full complimentary registration to the conference is included with the purchase of each booth.

5. Payment Requirements and Cancellation Charges

Applications require a 50% deposit before booths are assigned. Payment in full required by August 15, 1998. All applications received after August 15, 1998 must be accompanied by full payment.

All cancellations must be made in writing and will be based on the following schedule of refunds:

On or before October 15, 1998.....50% of total booth cost

After October 15, 1998.....No Refund

It is understood that OCC '98 reserves the right, at its option, to reassign a cancelled booth regardless of the cancellation rate assessed.

In the event that the premise in which the OCC '98 Show is conducted shall become, in the sole discretion of OCC '98, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of OCC '98, this agreement may be terminated by OCC '98. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense, or military authorities, 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, ordinance, rule, order, decree or regulation, whether legislative, executive, or

judicial, and whether constitutional, or act of God. Should OCC '98 terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that OCC '98 may, after computing the total amount of OCC '98's cost and expenses in connection with its preparation for and conducting of the OCC '98 Show, (including a reasonable reserve for claims and other contingencies), refund to the exhibitor, for complete settlement and discharge of all said Exhibitor's claims and demands, an amount which bears the same relationship to the fee paid by said Exhibitor as the total refundable amount as computed above bears to the total amount of fees paid by all exhibitors.

6. Exhibit Booth Manning and Dismantling Schedule

Exhibit space must be manned by a representative during all times when Exhibition is officially open. Exhibit space must be maintained in a neat and orderly manner throughout the Exhibition. Exhibitors may begin dismantling only after 3:00 p.m., Thursday, November 19, 1998. Move-out must be completed by 11:59 p.m., Thursday, November 19, 1998. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials after 11:59 p.m., Thursday November 19, 1998 will be charged for the materials' removal. **Failure to observe this rule will result in a \$1,000 (U.S. Currency) fine and may jeopardize the exhibitor's space assignments or right to exhibit at future conferences sponsored by MTS.**

7. Loss or Damage

Exhibitor agrees with OCC '98 that OCC '98 shall not be liable for any damage or liability of any kind or for any loss, damage or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by Exhibitor or any person thereon with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless, OCC '98 from all liability whatsoever, on account of any such damage, or injury, whether or not caused by negligence or breach of an obligation by Exhibitor or its employees or representatives.

Exhibitor will be liable for all damages, or liability of any kind or for any loss, damage or injury to persons or any property during the show from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space.

8. Demonstrations

No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces.

9. Compliance

The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, State and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the Show is held.

10. Unions

It is further agreed that the Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the Show Facility or with authorized contractors employed by OCC '98'.

11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the OCC '98 management are made a part of this contract and that said Exhibitor agrees to be bound by each and all of these rules and regulations, and that the management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the Show.