



# ISCe 2008

June 10-12, 2008  
San Diego Marriot Hotel & Marina

## APPLICATION FOR EXHIBIT SPACE

Company \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_ URL: \_\_\_\_\_

- Check here if you would like to receive conference information.
- Check here if you would like to receive sponsor information.

[www.isce.com](http://www.isce.com)

### 1. Indicate Your Desired Location\*:

- 1) Booth # \_\_\_\_\_
- 2) Booth # \_\_\_\_\_

*\*Please be advised that subject to requests received, Hannover Fairs USA, Inc. may reformat the Exhibit Hall.*

*The location of Applicant's space is based on availability at the time of application.*

### Exhibit Options:

	<u>Cost</u>	<u>Sq.Ft.</u>	<u>Price</u>
<b>Indoor Exhibits</b>			
Raw Floor Space (10' x 10' increments)	US \$37 per square foot (100 sq. ft. = US \$3,700)	_____	\$ _____


50% deposit due with application; balance due April 30, 2008 TOTAL \$ \_\_\_\_\_

### Payment Information: Please select form of payment.

- Check: Payable to **Hannover Fairs USA, Inc.**
- Credit Card: Please complete credit card authorization form

### 2. Exhibitor Signage:

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

 Please indicate any disabilities that may require special services by attaching an explanation of your requirements.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Signature on Application For Exhibit Space is considered authorized signature in all instances and thus acknowledges Applicant's agreement to abide by the Rules and Regulations accompanying Application For Exhibit Space, in particular as these relate to payment terms and conditions for withdrawal.*

\_\_\_\_\_  
 Printed Name Title  
 \_\_\_\_\_  
 Authorizing Signature Date



Submit Payment to: Hannover Fairs USA, Inc. 100 W Broadway, Ste. 210, Long Beach, CA 90802  
Fax: 562-901-9192 • Tel: 562-901-9191 • E-mail: info@isce.com



#### 1. GENERAL CONDITIONS

Hannover Fairs USA, Inc., a New Jersey Corporation with its principal place of business in Princeton, New Jersey, undertakes to lease space for exhibition purposes and provide technical services in connection with the event. Applicant accepts the Rules and Regulations herein set forth, and will comply with all Rules and Regulations and other terms and conditions hereinafter set forth by Hannover Fairs USA, Inc. in connection with this event.

#### 2. SHOW DATES

Show dates are stated on the reverse side. Hannover Fairs USA, Inc. has the right to postpone, shorten or cancel the event. In the event of postponement or shortening of the event, the agreement between Hannover Fairs USA, Inc. and the Applicant shall be deemed valid for the new dates and duration and confers no right on the Applicant to withdraw from the agreement. In the event the show is canceled, the agreement will be annulled and fees paid will be refunded based on the regulations stated under paragraph # 9.

#### 3. APPLICATION FOR SPACE AND TERMS OF PAYMENT

Application for exhibit space is made by returning the duly signed Application for Exhibit Space to Hannover Fairs USA, Inc., accompanied by one-half deposit of the total package cost applied for. DEPOSIT IS DUE UNDER ALL CIRCUMSTANCES, even if payment does not accompany signed application form. All signatures on Application for Exhibit Space are deemed authorized signatures and are binding. Only Hannover Fairs USA, Inc. may consider waiving deposit fees, taking into consideration the circumstances on a case-by-case instance. Exhibit booth cannot be assigned to another firm or person. Applicant may allot or sublet space or any part thereof to affiliated entities subject to approval by Hannover Fairs USA, Inc. to ensure compatibility with exhibit program, but ORIGINAL APPLICANT IS LIABLE FOR PAYMENTS DUE and adherence to the Conditions hereunder. Balance of package applied for is due by date on the front of this form. Payment shall be deemed late if not received by Hannover Fairs USA, Inc. within 30 days after submission of invoice for balance due, at which time Hannover Fairs USA, Inc. shall have the right to charge interest at the rate of one percent per month. Applicant may not withhold or reduce payment by virtue of any claims against Hannover Fairs USA, Inc. in connection with this agreement.

#### 4. WITHDRAWAL FROM PARTICIPATION

Withdrawal from this event is possible only under the following conditions: If notification of withdrawal and reason for withdrawal are submitted in writing and must be received by Hannover Fairs USA, Inc. no later than **90 days prior to the show**. Applicant will, as liquidated damages, forfeit all payments made or due up to date of withdrawal notification including any deposits due. Notification of withdrawal and reason for withdrawal are submitted in writing and must be received by Hannover Fairs USA, Inc. within the time frame of **60 - 90 days prior to the show**, Applicant remains fully liable, as liquidated damages, for the total package price on Application plus any extra charges including additional services ordered and confirmed for delivery to the Applicant. Hannover Fairs USA, Inc. may, but shall not be obligated to, resell canceled space to another Applicant, subject to the needs of its ongoing sales efforts. It is understood that Hannover Fairs USA, Inc. shall give priority to filling any still available space, before attempting to release the Applicant's space. If Hannover Fairs USA, Inc. succeeds in reselling canceled space to another Applicant, it has the right to retain, as liquidated damages, one-third of the total package price contracted for. If withdrawal from the show affects the structure of the exhibit space in such a way as to necessitate, in the sole judgment of Hannover Fairs USA, Inc., relocating other Applicants, or changing structural elements of the area in which the original Applicant was to be located, original applicant is liable, as liquidated damages, for any costs incurred as a result of the withdrawal. Hannover Fairs USA, Inc. has the right to withdraw from the agreement or abrogate it if conditions precedent to the terms of the agreement are not fulfilled, and in particular if Applicant changes product or service program to such an extent that it no longer classifies as fitting into the topics of the show. If notification of withdrawal and reason for withdrawal are submitted in writing and received by Hannover Fairs USA, Inc. within **60 days prior to the show**, the Applicant shall, as liquidated damages, be liable for all fees contracted for and due, including any extras ordered and confirmed for delivery. No refunds of any kind may be considered within 60 days of show opening, even if Hannover Fairs USA, Inc. succeeds in reselling the original package to another Applicant.

#### 5. ACCEPTANCE OF APPLICATION / ASSIGNMENT OF SPACE

Acceptance of Application for Exhibit Space is at the sole discretion of Hannover Fairs USA, Inc. based on the product/service by Applicant fitting into the topics of the show. Space will be allocated on a first come, first served basis. Hannover Fairs USA, Inc. will attempt to place Applicant in desired space and location, but cannot guarantee such placement. Applicant may state preferred location within the exhibit area, however, no guarantee can be given as to the ultimate location of the Applicant until at least 80% of the exhibit space has been sold. Hannover Fairs USA, Inc. reserves the right to move locations of show participants from time to time in order to allow companies already signed up for the show to increase their space if necessary. Should circumstances make it necessary, in the sole discretion of Hannover Fairs USA, Inc., it may move an already allotted space from one place to another; reduce the size of the space, to close or alter the location of any exits or entries and to carry through any structural alterations. If the contracted booth space is reduced by such changes, the Applicant's fee will be adjusted proportionately. Hannover Fairs USA, Inc. shall not be liable for errors in acceptance of application or allocation of space.

#### 6. GENERAL TECHNICAL RULES AND REGULATIONS

Applicant will adhere to and abide by all technical regulations as these apply to the construction and maintenance of the exhibit space as well as the Rules and Regulations promulgated, from time to time, by the hotel in which the event is being held. Hannover Fairs USA, Inc. reserves the right to determine the suitability and appropriateness of all exhibits, and the attire and conduct of all exhibit personnel and to regulate the same at its sole discretion. Applicant must provide the necessary safety items to protect attendees, other exhibitors and all others from equipment that is operable or from any other material, processes or operations that might cause bodily harm. Fire extinguishing apparatus must be provided by each exhibitor, and kept accessible in the exhibit booth. Applicant will not use any copyrighted music or any dramatic materials or any other property owned by a third party without first obtaining licenses for the use of the same.

#### 7. TECHNICAL MANAGEMENT AND REGULATIONS

Hannover Fairs USA, Inc. will carry out all technical and coordination functions of the exhibit space, and in this capacity may appoint any subcontractors or outside sources of supply as it deems fit to carry out the exhibit operation. **NO OUTSIDE CONTRACTOR OR SERVICE IS PERMITTED TO PERFORM ANY KIND OF WORK WITHIN THE CONFINES OF THE SHOW UNLESS AUTHORIZED BY HANNOVER FAIRS USA, INC.** Applicant is not permitted to remove exhibit materials from both prior to termination of the show. Applicant must have an authorized representative on site during setup and dismantling periods to oversee exhibit materials and shipment (see specifications). Applicant will not discriminate against any person in connection with admission to its booth, services rendered or privileges offered, on the basis of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

#### 8. SECURITY / GUARD SERVICE

While the Hilton San Diego Resort will provide scheduled perimeter security for the exhibit area for the duration of the event, protection of the property and insurance are the Applicant's sole responsibility. Applicant agrees that Hannover Fairs USA, Inc. has no obligation to provide security services and Hannover Fairs USA, Inc. makes no representation whatsoever with respect to security of the premises. Applicants should consider arrangements to have locked facilities available in their booths for storage of display materials or products.

#### 9. INSURANCE AND LIABILITY

Hannover Fairs USA, Inc. has obtained an insurance policy covering public liability and fire protection for the exhibit area. Hannover Fairs USA, Inc. will not accept liability for exhibition goods or other equipment belonging to the Applicant, and will not accept responsibility for damages, theft or loss of such material, and Applicant will hold Hannover Fairs USA, Inc. harmless with respect to the same. This non-liability and hold harmless also applies to material and equipment of Applicant during installation and dismantling periods. In the event that: (a) Hannover Fairs USA, Inc. cancels the show or (b) Hannover Fairs USA, Inc. is delayed or prevented from performing its obligations under this agreement by reason of Act of God, war, threat of war, natural disaster, change of law, labor dispute, failure of utility service, failure of subcontractors to perform in timely fashion or any other cause beyond the control of Hannover Fairs USA, Inc., the performance of such obligation shall be excused and Hannover Fairs USA, Inc. shall not be liable for any expenditure, liability of

loss incurred by Applicant. Notwithstanding the foregoing, Hannover Fairs USA, Inc. shall refund to Applicant that part of fees paid by Applicant representing the sum of Applicant's PRORATA share of any refunds retrieved by Hannover Fairs USA, Inc. from its subcontractors. Applicant expressly waives any other claim including without limitation any claim for incidental or consequential damage arising from cancellation of the show or Hannover Fairs USA, Inc.'s non-performance. The liability of Hannover Fairs USA, Inc. will, in any event, be limited to a refund to Applicant of fees paid as declared above, which shall be in full satisfaction of the obligations of Hannover Fairs USA, Inc. Applicant agrees to defend, indemnify, and hold harmless Hannover Fairs USA, Inc., its affiliates, the venue and those lawfully in the venue from and against any action, claim, cost, expense, loss, liability, or damages suffered due to: (a) Applicant's construction or maintenance of an unsafe exhibit, (b) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Applicant, its employees, subcontractors, invitees or agents or Applicant's breach of any commitment made hereunder and/or (c) any claim of violation of a third party's intellectual property rights resulting from the use of copyrighted music, dramatic materials or other property which is used by Applicant in connection with the event. Applicant must maintain proper insurance coverage for its property and liability including, without limitation, coverage for workers compensation, employer's liability (with limits not less than \$1,000,000 per occurrence), comprehensive commercial general liability (with limits not less than \$1,000,000 per occurrence) and automobile liability (with limits not less than \$500,000 per occurrence). No later than 60 days prior to the show Applicant will furnish Hannover Fairs USA, Inc. with an insurance certificate reasonably acceptable to Hannover Fairs USA, Inc., naming Hannover Fairs USA, Inc. as additional insured and waiving subrogation under the General Liability and Automobile Liability policies. Applicant acknowledges that the event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes Hannover Fairs USA, Inc. and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the event, and agrees to execute any additional release presented by Hannover Fairs USA, Inc., its licensees, or permittees, in connection with such activity or to give effect to this provision. Applicant hereby releases Hannover Fairs USA, Inc. and its designees from and waives all claims it or its employees may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

#### 10. GENERAL LIABILITIES

Applicant acknowledges that no representations, whether oral or in writing, expressed or implied have been made concerning the amount of business to be obtained from participation in the show, its success, or that Hannover Fairs USA, Inc. and any of its subsidiaries, affiliates, employees, agents, or any other entities allied with them, has made any guarantees of assurances regarding the show. Applicant further acknowledges that the document herein constitutes the entire agreement and binding rules and regulations between the parties. No oral changes or modifications from this agreement will be considered. If Applicant fails to comply, in any respect, with the Rules and Regulation set forth herein, including payment of fees and maintenance of required insurance, then Applicant's rights and privileges in connection with the show, and the space to which the Applicant has committed shall immediately terminate, and Applicant shall be subject to any and all damages set forth herein or otherwise available under law.

#### 11. CLAIMS, JURISDICTIONS, COSTS

Claims arising under or in connection with the Application for Exhibit Space for the event and any other written agreement between Applicant and Hannover Fairs USA, Inc., must be made in writing within 30 days after the last day of public exhibition of the event, and failure to give such notice shall constitute a waiver of any claims. The laws of the State of New Jersey, United States of America shall govern any claims, interpretation or construction of any agreements with Hannover Fairs USA, Inc. Applicant consents to service of process by mail at the address of Hannover Fairs USA, Inc., and to jurisdiction in any court of competence in the State of New Jersey, and hereby waives any objection to any service of process of jurisdiction, and agrees not to seek the transfer of any such action. In the event Hannover Fairs USA, Inc. incurs any costs or expenses in the enforcement of any agreement with the Applicant, or the collection of any sums due there under, Applicant shall reimburse and indemnify and hold harmless Hannover Fairs USA, Inc. from all such costs including, but not limited to, reasonable attorney fees, plus interest at the highest legal rate.