



# DVCON EXPO 2018

OCTOBER 24 - 25, 2018

Munich, Germany

## EXHIBIT SPACE APPLICATION/CONTRACT

DVCon Europe 2018 has selected MP Associates, Inc. "MPA" as the meeting/exhibit manager. MPA will act as agent for The Exhibition and can be contacted at the MPA office: 1721 Boxelder St., Ste. 107, Louisville, CO 80027, +1 303-530-4562.

1. Please read this contract carefully and print or type all information requested.

2. Complete, sign and send to: DVCon Europe 2018, c/o MP Associates, Inc. Stacy DiLallo, Stacy@mpassociates.com 1721 Boxelder St., Ste. 107, Louisville, CO 80027 TEL +1 303-530-4562, FAX +1 303-530-4334

Booth license charges are: Premium Exhibit Space (3m x 2m) 3550€; 19% German VAT excluded.

Table with 3 columns: Booth Choice, Booth#, Booth Size. Rows for 1st and 2nd choices.

Accellera Member Start-up Company or First-time Exhibitor

- Depending on the order of applications (with payment confirmed), where Accellera member companies will be served in priority until April 13, you will be contacted for the selection of the available exhibit space. - The Management, in its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interests of the Exhibition.

### COMPANY INFORMATION

Company Name Mailing Address City State Zip Country Telephone Web Address Tax Number

I have read and agree to the terms and conditions of this contract.

Signature Date Print Name Title

### CONTACT INFORMATION

Contact Name Email Address Telephone Fax Mailing Address (If different from above)

### PAYMENT INFORMATION

Check Credit Card Wire Transfer

Please contact the Exhibits Department at exhibits@dvcon.org for complete payment detail information. All payment information will be kept strictly confidential. Credit card payment will be used only once and destroyed after processing.

### OFFICE USE ONLY

Total Booth Space License Contract Received Booth Assigned Total Amount Due

## EXHIBIT SPACE TERMS & CONDITIONS

### 1. PURPOSE AND ARRANGEMENT OF EXHIBITS

Exhibits are to educate an audience by dramatic demonstrations and presentations. They shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to The Management before construction is ordered.

**Licensed Space.** Includes the following exhibit equipment: 3m x 2m booth, small table, chair and electrical outlet.

**Standard Exhibits.** Regular and specially-built backwalls including signs may not exceed an over-all height of 12'. The backwall height for wall locations may not exceed 12'.

**Finished Surfaces.** All exposed areas of the exhibit must be finished or draped surfaces including the back and sides. No graphics, logos or print facing into another booth will be allowed. All such material must face into the aisle or into the Exhibitor's own booth. Any part of any booth needing a finished surface one hour prior to the opening of the show will be draped at the expense of the exhibitor. Show Management will decide whether such drape is needed.

### 2. INSTALLATION AND DISMANTLING OF EXHIBITS

Information for installation and dismantling of exhibits is available on the website to prepare for these activities.

### 3. FIRE, SAFETY AND HEALTH

The Exhibitor assumes all responsibility for compliance with local ordinances and regulations covering fire, safety and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the Exhibitor. If loud speakers or sound devices are used, they should be tuned to conversational level and must not be objectionable to neighboring Exhibitors. Sound will be checked with a decibel meter. Operating equipment that emits excessive noise must be run before or after exhibit hours for specific demonstrations only. The Management reserves the right to restrict or prohibit the use of glaring lights, objectionable lighting effects, excessive or bothersome noise, or other effects which are offensive or otherwise distract from the exposition as a whole.

### 4. EXHIBITOR'S PERSONNEL AND OTHER CONSIDERATIONS

Distribution of advertising matter and souvenirs must be confined to Exhibitor's spaces. Undignified methods of attracting attention will not be permitted. The Management reserves the right to prohibit an exhibit or part of an exhibit which in its judgment may detract from the character of or may be considered objectionable to the exposition as a whole. Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is strictly forbidden.

**PROFESSIONAL DRESS CODE.** Models, demonstrators, hosts/hostesses and other employees and personnel in the exhibit hall must be attired in a businesslike, professional, tasteful manner. Costumes are not allowed. Failure of an Exhibitor to meet this requirement is grounds for immediate removal of the offending person from the exhibit hall.

The Management shall have the sole and complete authority in the interpretation of this policy.

### 5. FOOD AND BEVERAGE AND OBJECTS BROUGHT ONTO PREMISES

The Exhibitor may not in principle bring food and beverages on to the premises of the Hotel. Exceptions shall require a written agreement from the Holiday Inn Munich – City Centre and may be subject to a "corkage" fee. The building and attachment of objects to walls and ceilings shall be agreed with The Management and the Holiday Inn Munich – City Centre in advance. All exhibition or other objects, including packaging, brought with the Exhibitor shall be removed without delay following the event. The Holiday Inn Munich – City Centre may undertake removal and storage at the expense of the Exhibitor, if the Exhibitor fails promptly to fulfill his duties at disposal.

### 6. TECHNICAL EQUIPMENT AND CONNECTIONS

The Management and the Holiday Inn Munich – City Centre shall act in the name of, on the authority of, and at the expense of the Exhibitor in as far as the acquisition of technical and other equipment from third parties for the Exhibitor. The Exhibitor shall be liable for careful treatment of the equipment. The Management and the Holiday Inn Munich – City Centre shall be indemnified from and against all claims of third parties arising from the permission to use this equipment.

### 7. LIABILITY AND INSURANCE

The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and same, The Management, the Holiday Inn Munich – City Centre, and its employees and agents, harmless against all claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by Exhibitor installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of the Holiday Inn Munich – City Centre, its employees and agents. In addition, Exhibitors acknowledge that The Management and the Holiday Inn Munich – City Centre do not maintain insurance covering exhibit property and that it is the responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses sustained through exhibition.

### 8. STORAGE

Storage of cases and boxes is the responsibility of the Exhibitor, however, storage is available at an additional cost to the Exhibitor.

The Management assumes no responsibility for damages or loss of boxes or crates.

### 9. UNOCCUPIED SPACE

The Management reserves the right, should any licensed Exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his invoice for space license under the terms of the contract.

## 10. INABILITY TO PERFORM

If The Management should be prevented from holding the exposition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the Exhibitor to occupy his space due to circumstances beyond its control, The Management will refund to the Exhibitor the amount of money paid by him, less a proportionate share of the exposition expenses, and The Management shall have no further obligation or liability to the Exhibitor. If the Exhibitor shall have made no payment, he nevertheless shall be obligated to pay his proportionate share of such expenses.

## 11. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the Holiday Inn Munich – City Centre.

## 12. ASSIGNMENT OF EXHIBIT SPACE

The Management shall assign the Exhibit Space to the Exhibitor for the period of the Exhibit. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but The Management's decision will be final. The Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total exhibition. The Management reserves the right to withdraw its acceptance of this Application/Contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or service is not eligible to be displayed in this Exhibit.

## 13. MEETING ROOMS

Exhibitors must have permission of The Management in order to reserve and use any meeting rooms, hospitality suites, ballrooms and other public space in the DVCon contracted hotel. Management reserves the right to charge exhibitors a fee for access to or use of hotel meeting space. If fee is applied, invoice will come directly from hotel. Exhibitors may not hold any meeting, seminar, or other promotional activity during DVCon conference hours without the written permission of The Management.

## 14. AMENDMENTS

The regulations have been formulated for the best interest of the Exhibitors as well as this Exposition and The Management. All matters and questions not covered by these regulations are subject to the decisions of The Management. The regulations may be amended at any time by The Management and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations.

## 15. MAILING LIST AGREEMENT

Subsequent to The Conference, The Management shall send to the Exhibitor an electronic list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor's own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever. In the event of any violation of this agreement by the Exhibitor, and in addition to all other remedies, The Management may deny the Exhibitor any participation in any future Accellera sponsored events.

## 16. MISCELLANEOUS

This contract shall be subject to interpretation by Colorado law and the venue for all legal proceedings involving or arising for this contract shall be in the District Court for Boulder County, Colorado. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract.

## LICENSING INFORMATION

### EXTRA PRIVILEGES

- A descriptive listing in the Conference Program, which can later serve your prospective buyers as a product directory
- Opportunity to advertise in the Conference Program to give your conference marketing objectives added impact
- A complimentary list of conference registrants (No email addresses), after the show for post-conference follow-up
- A listing on the DVCon 2018 exhibition web page with a link to your website
- Sponsorship opportunities
- Meeting space at The Holiday Inn Munich – City Centre, if requested, upon Management approval. Hotel fees may apply (invoiced directly from hotel)

### CANCELLATION POLICY

Based on the refund schedule below, the portion of credit that you will receive for the amount of space reduced, will be applied to the total amount due for the smaller space. Furthermore, cancellation of any portion of this contract by the exhibitor will be accepted only at the discretion of The Management and again only based on the following schedule.

#### CANCELLATION AFTER DATE SCHEDULE OF REFUND/CREDIT

After June 1, 2018, but before August 1, 2018 – 50% of the total amount paid as of the date of cancellation.

After August 1, 2018 – No refund or credit at any time.

In the case of a merger, payments received will be transferred to the parent company. However, a 50% administrative charge based upon booth licensing fee of the merged company will be assessed. This clause will remain in effect through August 1, 2018.

After that date the parent company will not receive any payment credits accrued by the acquired company. **The Exhibitor assumes entire responsibility and hereby agrees to indemnify The Management for the loss of any sales, present or future, which may result from the cancellation or reduction of space.**