



26-29 OCTOBER 2009
OCEANS 2009 MTS/IEEE Biloxi
MISSISSIPPI COAST COLISEUM AND
CONVENTION CENTER
BILOXI, MS

We hereby apply for exhibit space in the OCEANS 2009 Conference in Biloxi, MS, 26-29 October 2009. We hereby agree to abide by show rules and regulations, as detailed in the Exhibitor Services Manual issued in advance of OCEANS 2009, and with the Basic Terms and Conditions printed on the reverse side of this form.

Company Name: _____ Contact Name: _____

Address: (please **do not use** P.O. Box #) _____

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

Telephone: _____ Ext. _____ Fax: _____

E-mail: _____ WebSite: _____

Main Product or Service to be Exhibited _____

Booth Choice: Please specify your top three (3) booth choices 1st choice _____ 2nd choice _____ 3rd choice _____

Space will be assigned on a first come/first served basis.

Applicable Discounts

_____ Multiple Booths (3-6) = 10% discount _____ Multiple Booths (7+) = 15%

Payment Due:

Early Bird: \$2795 USD per booth (up to Dec. 31, 2008) Regular: \$2995 USD per booth (Jan. 1, 2009 and beyond)

of Booths: ___ x Price/Booth = _____ - Discount _____ = Total Due: _____

**Note: All applications must be accompanied by 100% payment in order to be assigned booth space.
(50% deposit will be accepted for contracts received prior to September 15, 2008)**

Method of Payment: _____ Check _____ American Express _____ Visa _____ Mastercard _____ Discover

Make all checks payable to: OCEANS 2009

Acct: _____ Exp. Date: _____ Signature _____

Billing Address _____

Patron Opportunities

Check here if you are interested in learning more about opportunities for becoming a patron of OCEANS 2009 _____

AUTHORIZATION

I am authorized by my company to contract for exhibit space at the OCEANS 2009 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:

OCEANS 2009 Attn: Sue Kingston

1514 First Street, Manhattan Beach, CA 90266

Tel. (310) 937-1006 / Fax (732) 465-6447

email: s.kingston@ieee.org / Website: www.oceans2009mtsieebiloxi.org

Basic Terms and Conditions

1. Contract

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by OCEANS 2009 management, constitute a valid and binding contract.

Assignment of Space

Assignment of space to exhibitors is *made on a first come/first served basis*. OCEANS 2009 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. **OCEANS 2009'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 cancelled by the Exhibitor except upon written request and with the subsequent written approval of OCEANS 2009 management. **OCEANS 2009 management reserves the right to reassign Exhibitor space or 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 OCEANS 2009 Management.

4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein.

Show Price Per 10X10 Booth: Full booth price \$2795.00 if payment received by 12/31/08. \$2995.00 if payment received after 1/01/09. Booths include: Exhibit Space; 8-foot high back drape; 3-foot high side rails; 7-inch by 44-inch identification sign, listing in the Conference Directory. Show aisles will be carpeted.

With the rental of each 10'X10' booth space, there will be allocated two (2) "exhibits only" passes and one full complimentary conference registration with additional available for purchase. A VIP exhibits-only pass, able to be photocopied, will be included for distribution at the exhibitor's discretion.

5. Payment Requirements and Cancellation Charges

Applications require 100% payment upon receipt of contract. Applications received prior to September 1, 2008 must submit 50% with balance due Sept. 1, 2008.

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

On or before **June 15, 2009**, 50% of total booth cost will be refunded. After **June 15, 2009**, no Refund will be permitted. "No-show" exhibitors will receive no refund. *Space reductions are considered cancellations and are subject to cancellation fees.*

It is understood that OCEANS 2009 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 OCEANS 2009 Show is conducted shall become, in the sole discretion of OCEANS 2009, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of OCEANS 2009, this agreement may be terminated by OCEANS 2009. 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 OCEANS 2009 terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that OCEANS 2009 may, after computing the total amount of OCEANS 2009 cost and expenses in connection with its preparation for and conducting of the OCEANS 2009 Show, (including a reasonable reserve for claims and other contingencies), refund to the exhibitor, as and 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

A representative must man exhibit space 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 **3:00pm Thurs., October 29, 2009**. Move-out must be completed by **11:59 pm., Thurs., October 29**. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials **after 11:59 pm., Thurs., Oct. 29** will be charged for the materials' removal. **Failure to observe this rule may jeopardize the exhibitor's space assignments or right to exhibit at future conferences sponsored by MTS/IEEE.**

7. Loss or Damage

Exhibitor agrees with OCEANS 2009 that OCEANS 2009 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 thereof with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless, OCEANS 2009 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 OCEANS 2009 Show Facility or with authorized contractors employed by OCEANS 2009.

11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the OCEANS 2009 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.