



October 24-27, 2022 – Tampa Airport Westshore Hilton Hotel, Tampa, FL USA

CONTRACT FOR EXHIBIT SPACE

The undersigned by the duly authorized officer, agent, or employee (hereinafter called “exhibitor”) hereby enters into a contract with the II-VI Workshop for exhibit space at the 2022 II-VI Workshop on October 24-27,2022, Tampa Airport Westshore Hilton Hotel in Tampa, FL USA. Reservation of exhibit space by show management on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall insure to the benefit of the Exhibitor or be binding upon II-VI. The Exhibitor further agrees that if, in the opinion of II-VI, it becomes necessary to change the original allocation of space, and such changes may be made by notification to the authorized representative of the Exhibitor. Exhibitors shall abide by all rules as stated or amended in the “Rules and Regulations” of the Exhibit that shall become part of this contract.

Terms for Rental and Contractual Obligations

- A. **TABLETOP RATE:** The rental fee for a Tabletop space is eight hundred dollars (\$800.00)
- B. **PAYMENT TERMS:** Each space contract submitted to II-VI Workshop must be accompanied by full payment of the exhibit space rental fee. Failure to send payment with the signed contract does not release the contractual or financial obligation on the part of the exhibitor. Exhibitors will be liable for any cancellation expense, including reasonable Attorney’s fees, “reasonable” to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. Please make checks payable to: II-VI Workshop and send payment accompanied by a copy of the signed contract to II-VI Workshop, 411 Lafayette Street, Suite 201, New York, New York 10003.
- C. **CANCELLATION:** In the event the Exhibitor cancels, the Exhibitor must do so in writing by certified mail to 411 Lafayette Street, Suite 201, New York, New York 10003. Written notice of cancellation must be received no later than August 22, 2022 to be liable for 0% of rental fee due. Written cancellation on or after August 23, 2022 obligates the exhibitor to pay II-VI Workshop 100% of the rental fee due.

TABLETOP EXHIBIT SPACE: Space Desired (in priority order) 1. _____ 2. _____ 3. _____

\$800 per tabletop package \$ _____ TOTAL COST

Package includes (1) 6’ Table, (2) Chairs, and 110-V line electric power. Each Table will be separated by 10 – 12 feet on either side but may vary based on the number of tables sold.

Separate registration is required for admittance to the Workshop technical sessions.

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Website: _____ Products to be exhibited: _____

Contact Name: _____

Signature: _____ **Date** _____

By signing above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor. Acceptance of this contract by the II-VI Workshop representative converts this application into a binding contract between the exhibitor and the II-VI Workshop, covering all aspects of this contract – including the booth rental and the rules and regulations in the attached document.

<p>For Use by II-VI Exposition Assigned <u>II-VI Workshop</u> Table Assigned _____ Total Rental Fee \$ _____ Accepted for II-VI or Show Management _____ Date: _____</p>

2022 II-VI WORKSHOP CONTRACT AND "RULES AND REGULATIONS"

CANCELLATION: The Exhibitor specifically recognizes and agrees that II-VI WORKSHOP will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation of their exhibit space and meeting room (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because canceling affects, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation refund schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate II-VI WORKSHOP for II-VI WORKSHOP losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice of cancellation of all or any part of II-VI WORKSHOP assigned booth space or meeting room space.

CANCELLATION DURING THE PERIOD OF ASSESSMENT

Before or on August 22, 2022.....0%
August 23, 2022 or after.....100%
Cancellation refunds will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after August 23, 2022. Failure to make full payment on exhibit space rental by August 23, 2022 on a Contract filed prior to, or on that date will subject Exhibitor to Cancellation of Contract by II-VI WORKSHOP.

EXHIBIT HOURS:

Tuesday, October 25, 2022..... 12:00 pm – 6:30 pm
Wednesday October 26, 2022.....9:00 am – 5:00 pm
Thursday October 27, 2022.....9:00 am – 1:00 pm

SET UP AND DISMANTLE:

Exhibitors may begin to set-up on Tuesday, October 25, 2022 at 9:00 am. The Wine and Cheese Reception is scheduled for 5:00 – 6:30 pm on Tuesday evening, but exhibitors may stay as long as traffic demands. Tabletops should be dismantled by 1:00 pm on Thursday, October 27, 2022. Please note that, as in the past, exhibitors are responsible for their own equipment. The room will not be locked at any time

GENERAL RESTRICTIONS AND RULES:

1. Exhibitors are prohibited from using amplifying equipment that is objectionable to II-VI WORKSHOP.
2. Exhibitors must confine their activities to their contracted space
3. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booth.
4. Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress are such as to not offend even the most critical.
5. Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
6. II-VI WORKSHOP reserves the right to require modification of questionable exhibits
7. Exhibitors may not begin dismantling their exhibit until the close of the show. Exhibitor must follow the rules of dismantling which can be found in your service manual.
8. Sound: Sound displays having a decibel reading exceeding 85 decibels will not be permitted. If your booth has sound equipment we suggest that the devices be positioned into the booth rather than into the aisle. The use of headsets or oscilloscopes is encouraged.
9. Exhibitor shall not paste, nail or otherwise affix any exhibition sign of other material to walls, doors, or other surface on the exhibition property that is supplied by II-VI WORKSHOP or to any other part of the conference site. Exhibitor shall be liable for any damages caused by failure to adhere to this provision. II-VI WORKSHOP reserves the right to make any reasonable changes in the rules necessary to ensure the health of all persons attending II-VI WORKSHOP and the operation of II-VI WORKSHOP all Exhibitors will be advised of such changes.
10. Exhibitors must be manufacturers or representatives of companies that produce products or perform services that conform to the subject matter covered by the II-VI WORKSHOP. The II-VI WORKSHOP committee reserves the right to accept or reject any exhibitor based on these restrictions.

EXHIBITOR REGISTRATION FOR EXHIBIT BOOTH SPACE ONLY: The fee for purchasing a table is \$800.00 which includes a 6-ft. table and two chairs. Electrical power in the form of a 110-V line will be provided upon request. Each table will be separated by 10 - 12 ft. on either side but may vary based on the number of tables sold. A separate registration fee is required for admittance to the Workshop technical sessions.

LIABILITIES: The Exhibitor agrees that II-VI WORKSHOP, its agents and employees, and the Facility: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for such loss damage, destruction, or injury being expressing waived by the Exhibitor, (b) Will not be responsible for any claims of copyright, trademark or patent infringement, unfair completion and product liability issues between exhibitors. (c) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to II-VI WORKSHOP. Exhibitor shall also indemnify and save and hold harmless II-VI WORKSHOP and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on part of the exhibitor or its agent, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of II-VI WORKSHOP or Facility. Such indemnification shall not be limited to insurance required herein. II-VI WORKSHOP, its agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space and meeting rooms will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or act of God, or public enemy, or strike, or act of terrorism, or epidemic, or any law or regulation of public authority or any other act beyond the control of II-VI WORKSHOP, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits, meeting rooms and display materials. Exhibitors shall carry General Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier, which fire, explosion or any other risk coverage insuring their property. II-VI WORKSHOP will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft under ACT.

AMERICANS WITH DISABILITY ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitors shall also indemnify and hold harmless II-VI WORKSHOP, PCM and Tampa Airport Westshore Hilton Hotel cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under this Act.

RULES AND REGULATIONS: Exhibitors shall abide by all other provisions of these rules and regulations, and with the rules and regulations stated in the official exhibitor service manual, and with fire regulations and all other regulations of governmental agencies and the Facility. It expressly understood and agreed by applicant that the Rules and regulations of the exhibit as issued or amended by II-VI WORKSHOP are hereby made an integral part of the Contract and of the agreement between Applicant and II-VI WORKSHOP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.