

**APPLICATION/CONTRACT
for EXHIBIT SPACE**

**10th Annual IEEE International
ASIC Conference & Exhibit,
September 7-10, 1997**

Spaces offered are 10' by 10' units or multiples thereof. Booth price is \$1,000.00 per 100 square-foot unit. All vendors purchasing booth space will be allowed to give a 15 minute presentation during the Vendor Presentation section of the conference.

Portland Hilton, Hilton Hotels Corp.
Portland, Oregon

We, the undersigned company, make application to participate as an Exhibitor in the 10th Annual IEEE International ASIC Conference and Exhibit

INSTRUCTIONS

We, in order to validate this contract:

- 1) Enclose our check for the amount of one-half the cost of the requested exhibit space as a non-refundable deposit and partial payment of the exhibit space. APPLICATIONS MADE AFTER JULY 1, 1997, MUST INCLUDE A CHECK FOR THE FULL AMOUNT OF THE REQUESTED EXHIBIT SPACE.
- 2) Agree that the exhibit space assigned shall be accepted by us unless we reject that space within ten (10) days from the date of the committee's confirmation of that space.
- 3) Understand and agree to all of the rules and regulations governing this Conference appearing on this contract and on the enclosed display regulations.
- 4) Agree to pay the balance due by July 1, 1997.
- 5) Specify that the Products and/or Services shown below are those that we propose to exhibit and are those offered by our company.
- 6) List below our products and services and three (3) most significant competitors from whom we desire booth separation.

COMPETITORS FROM WHOM WE DESIRE BOOTH SEPARATION

1) _____ 2) _____ 3) _____

PRODUCTS AND SERVICES TO BE EXHIBITED: (30 Words or less) Please type or print.

Please type or print

Company

Address

City, State, Zip

Telephone Fax

Contact Signature

Booth (s) Assigned

By S. Ciccarelli

Attach your check and mail
to 10th Annual IEEE International
ASIC Conference & Exhibit Committee.
A written confirmation of your contract
and payment will be made upon
acceptance.

MAIL TO:
10th ANNUAL IEEE INTERNATIONAL ASIC
CONFERENCE & EXHIBIT COMMITTEE
1806 LYELL AVENUE
ROCHESTER, NY 14606
ATTENTION: S. CICCARELLI, EXHIBITS CHAIR

For IEEE use only:

Date received _____

Total Due: _____

Invoice No. _____

Check No. _____

Deposit Amount: _____

Balance Due _____

Check _____

Date Paid _____

RETURN ALONG WITH CHECK TO ASIC CONFERENCE & EXHIBIT COMMITTEE

This application will become a binding contract for exhibit space by the Exhibitor applicant upon receipt of the deposit (or full payment if application made after July 1, 1997).

By application for exhibit space, the Exhibitor agrees to the following terms of condition:

1) SPACE. Booths are 10' wide by 10' deep and consist of upright posts, side dividers and flame resistant drapes. Exhibitors displays may not exceed those of standard booths or multiples thereof.

Exhibitor agrees to accept that space which is assigned to it Unless Exhibitor rejects such assignment in writing within ten (10) days of IEEE's confirmation date.

2) USE. The Exhibitor agrees to take the space for the sole purpose of exhibiting those products. and services as described on the front of this contract.

Sales which include payment of money or delivery of merchandise in the exhibit halls are prohibited. Booth activities or materials which cause people to congregate in the aisles are prohibited.

The level of sound reproducing materials shall be kept low enough so as not to be objectionable to other Exhibitors and/or the attendees of sessions.

The Exhibitor shall not obstruct the view of the adjoining exhibits. The Exhibitor shall not sublet, divide, or share his booth or assign or transfer this license in any manner without the written consent of Show Management.

3) PERIOD OF OCCUPANCY. Exhibitor agrees to move the equipment into its confirmed booth space by Monday morning, September 8,1997 and move his equipment out before Wednesday, September 10,1997.

A) The Portland Hilton, Hilton Hotels Corp. Hotel will not accept shipments of freight, crates, boxes, etc. from Exhibitors or shipping firm. Prior freight handling arrangements must be made with Show Management by the Exhibitor's show manager.

B) Installation of exhibits may begin at 12:00 PM on Sunday, September 7, 1997 and must be completed by 9:00 AM on Monday, Sept. 8,1997.

C) Show management will arrange for Security of the facility during the hours the exhibit is closed beginning at 12:00 PM on Sunday, September 7, 1997 through 6:00 PM on Tuesday, September 9,1997. Arrangements for any required security beyond the above period is the responsibility of the Exhibitor. Exhibitors are urged to take all such steps, measures and precautions necessary to protect their exhibits and property, against all possible injury, damage, loss and destruction at, in and during the exhibit scheduled dates.

D) Move-in/Move-out Labor is the responsibility of the Exhibitor. Any local labor to be required to facilitate move-in or move-out set-up or tear-down shall be arranged for through the Rochester Section IEEE or its designated agent.

E) Dismantling of exhibits may not begin until 2:00PM on Tuesday, September 9, 1997. Exhibitors will have until 6:00PM to remove their exhibits.

F) Any changes to the above must be agreed upon by the Rochester Section IEEE and must be in writing.

4) UTILITIES. Contracts for all installation of electricity, gas and plumbing, shall be made with contractors designated by the Portland Hilton, Hilton Hotels Corp. in accordance with the Hotel's prevailing practices, and the Exhibitor shall be responsible for all charges arising from these contracts, and in addition, shall be responsible for all expense incurred by the Hotel for the Exhibitor for which the Hotel has accepted a written order from Exhibitor. The Exhibitor shall be responsible for and shall pay all utility charges resulting from additional utility use above that provided by the Hotel.

5) EXHIBIT REPRESENTATIVE. Each Exhibitor shall name one representative. This representative shall direct installation, operation and removal of exhibit and be authorized to enter into necessary service contracts.

6) ATTENDANCE. Show management shall have sole control over all admission policies at all times. Representatives of Exhibitor, and all persons visiting exhibits will be required to register and wear an appropriate badge while in attendance at the exhibit. Exhibitor shall not(1) make any material change in his exhibit herein after the initial installation; or(2) fail to keep his exhibit fully open and properly manned during the specific exhibit hours.

7) LIABILITY. Neither the IEEE, the Rochester Section of the IEEE ,the 10th Annual ASIC Conference & Exhibit Committee and its Officers, nor the Portland Hilton, Hilton Hotels Corp. shall have any liability or responsibility for any injury or damage to the Exhibitor, his agents, representatives, employees, or for any loss, damage or destruction of any property belonging to the Exhibitor or used on or in connection with his exhibit or the displays contained therein, irrespective of the manner in which or circumstances under which any such injury, damage, loss, or destruction may occur, and all claims and causes of action therefore shall be, and shall be deemed to be, waived, released and discharged for all purposes.

The Exhibitor shall indemnify and keep and hold safe, free and harmless the IEEE, the Rochester Section of the IEEE, the 10th Annual ASIC Conference & Exhibit Committee and its Officers, and the Portland Hilton, Hilton Hotels Corp. and each of them, from and against all claims, losses and damage arising in, at, or out of or in connection with the Exhibitor's exhibit or the installation, maintenance, conduct, use, operation or removal of said exhibit or any part or parts thereof, including, without limitation, any and all such claims, losses and damages which may arise out of, be attributable to, or in any manner or to any extent involve any negligence or claimed negligence on the part of the IEEE, the Rochester Section of the IEEE, the 10th Annual ASIC Conference & Exhibit Committee and its officers, or the Portland Hilton, Hilton Hotels Corp. or any of them.

The Exhibitor shall carry and maintain all such insurance coverage as may be required to fully protect it against all risks assumed or incurred in or in connection with the exhibition, or under the terms and conditions of this contract.

8) COMPLIANCE WITH COPYRIGHT LAWS. The Exhibitor shall comply with all applicable laws governing the use of copyright materials, including but not limited to music.

If the Exhibitor does utilize material which is licensed by other parties, then the Exhibitor is responsible for obtaining and having evidence on hand that such licenses exist under a valid agreement between the Exhibitor and Licensing party.

The Exhibitor shall defend, indemnify, and hold harmless the IEEE, the Rochester Section IEEE, the 10th Annual ASIC Conference & Exhibit Committee and its Officers, the Portland Hilton, Hilton Hotels Corp., The City of Portland, their agents and employees, from and against all claims, damages, losses, and expenses arising out of the use of any copyrighted material (including but not limited to copyrighted music or software) during this contract. The Exhibitor shall reimburse the IEEE, the Rochester Section IEEE ,the 10th Annual ASIC Conference & Exhibit Committee and its Officers ,the Portland Hilton, Hilton Hotels Corp.

and the City of Portland for reasonable costs and expenses (including the cost of staff attorneys) incurred as a result of such claims. The IEEE, the Rochester Section IEEE, the 10th Annual ASIC Conference & Exhibit Committee and its Officers, the Portland Hilton, Hilton Hotels Corp., the City of Portland and the Exhibitor shall each promptly notify the others in the event that a claim is made or action is brought involving the unauthorized use of copyright material.

9) Show Management shall have the power to adopt and enforce exhibit attendance rules and regulations regarding the kind, nature and eligibility of the Exhibitors adopted by it or set forth herein, and its decision on any questions which may arise relating to this paragraph shall be final.

10) The term Show Management contained herein shall mean The Rochester Section IEEE and/or its duly designated agents including but not limited to the 10th Annual ASIC Conference & Exhibit Committee and its Officers.

11) It is understood that if the Exhibitor does not pay the balance due on this agreement by July 1, 1997, Show Management may reassign the designated booth space to another vendor without any further notice to the Exhibitor other than a statement supplied to Exhibitor on or about July 1, 1997 by facsimile and by mail. It is further understood that no booth payment will be refunded if the space assignment is canceled. However, should Show Management fail to conduct the event or fail to furnish the Exhibitor the space herein described except as provided for herein, it shall promptly refund to the Exhibitor all sums paid hereunder and such refund shall be accepted by the Exhibitor in full settlement of all loss or damage suffered by Exhibitor.

12) MISCELLANEOUS.

- A) Upon approval of this application by Show Management, it shall be a legally binding contract between the Exhibitor and Show Management.
- B) The captions of this contract are for convenience only and in no way define, limit or describe the scope or intent of this contract or in any way effect this license.
- C) This contract cannot be changed or terminated orally, but only by an instrument in writing bearing both parties' signature.
- D) This agreement shall be governed by and constructed in accordance with the laws of the State of New York.
- E) The agreement, terms, covenants and conditions herein shall bond and inure to the benefit of the Rochester Section IEEE and Exhibitor and to their respective heirs, personal representatives, successors and (except as otherwise provided herein) assigns.
- F) If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.
- G) The use of the Portland Hilton, Hilton Hotels Corp.'s or of the IEEE's trademark logo is permitted only by written prior authorization by the General Manager of the Portland Hilton, Hilton Hotels Corp. and the IEEE respectively.
- H) Neither the Rochester Section IEEE or the 10th Annual ASIC Conference & Exhibit Committee and its Officers are responsible for any articles left in the Hotel by the Exhibitor at the conclusion of the Event.

SPACE IS LIMITED AND INTEREST IS HIGH. SUBMIT YOUR APPLICATION NOW!!

Booth Rental Fee: \$1,000.00

Make check payable to: 10th Annual IEEE International ASIC Conference & Exhibit

Each 10' x 10' exhibit booth rental includes-

- * 8' back drape and 3' high side drapes, completely installed and dismantled.
- * Show promotional material
- * 15 minutes during the Vendor Presentation section of the conference

* IEEE Members will have FREE access to the Exhibits

* You are encouraged to invite your customers and associates to attend the Exhibits at no charge (you must make tickets to your exhibit and provide at least 2 copies to Show Management two weeks prior to the conference.)

Booths are assigned in order of receipt of contract. Booths will not be assigned until deposit is received.