

## PATRON & EXHIBIT SPACE CONTRACT

Please read Exhibitor Guidelines on all pages before completing this contract.

### PATRON & EXHIBIT PACKAGES:

- Gold Patron Package:**  
\$25,000 \$ \_\_\_\_\_
- Silver Patron Package:**  
\$15,000 \$ \_\_\_\_\_
- Bronze Patron Package:**  
\$6,000 \$ \_\_\_\_\_

### Booth Selection \*Booth location and floor plan are subject to change

(make up to 3 selections): 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_

**Each 10'x10' Booth: \$3,450** \$ \_\_\_\_\_

**A La Carte Patronage:** \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

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

Event Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Company Website: \_\_\_\_\_

### Billing Information (Write "same" if invoicing contact is same as event contact)

Invoicing Contact: \_\_\_\_\_

Invoicing Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

By supplying the above information, you agree that OCEANS may contact you as needed.

### Payment Method (Choose One).

**Check or ACH/Wire.** Invoice us at the above address. Payment is due upon receipt of invoice.

**Credit Card.** Email a secure online Credit Card Authorization form to this Email address:  
\_\_\_\_\_

Upon invoicing per the Agreement billing terms, charge the Credit Card and Email us a receipt with the invoice.

I hereby acknowledge that I am authorized on behalf of Exhibitor to enter into this contract. By signing this Contract, Exhibitor agrees to the terms and conditions stated on all pages of this Contract, including the Exhibitor and Patron Guidelines which are attached hereto and incorporated by their entirety. Exhibitor also agrees to abide by any other directives or regulations issued prior to the event, including any conditions required by the Charleston Area Convention Center.

**X Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name & Title** \_\_\_\_\_

### Please submit this form to:

Chris Martin | 410-584-1991 | chris.martin@mci-group.com  
Carly Heideger | 410-584-1992 | carly.heideger@mci-group.com

# OCEANS

CONFERENCE & EXPOSITION

### Parties

IEEE Oceanic Engineering Society (OES) and Marine Technology Society (MTS) as joint owners of OCEANS 2018 agree to sell a patronage and/or lease exhibit space as described in this contract to the individual(s) or company named in this contract ("Exhibitor").

### Payment:

Payments for exhibit space and patronage are due upon receipt of invoice. Exhibitor is liable for the full cost of the contracted amount upon signing this agreement.

### Cancellation or Downsizing:

Upon providing written notice, an Exhibitor may cancel or downsize from the Exhibit subject to the following conditions and restrictions:

A. If a written cancellation or downsize notification is received by your exhibit sales representative by January 15, 2018, 50% of the contract total will be released or refunded. The remaining 50% of the contract total will be due immediately. Exhibitor is liable for remaining contract total and all terms and conditions.

B. If a written cancellation or downsize notification is received by your exhibit sales representative after January 15, 2018, no refunds will be issued. Exhibitor is liable for full contract total and all terms and conditions. In such case, Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total contract cost. Exhibitor is liable for all terms and conditions. In the event of cancellation or downsizing, OCEANS reserves the right to use the cancelled/downsized space, including the sale of space to another Exhibitor without any rebate or allowances to the cancelled/downsized Exhibitor. By cancelling exhibit space participation Exhibitor will forfeit all exhibit benefits.

### Each contracted 10x10 booth space includes:

- Pipe and Drape
- Standard booth sign
- Listing in Final Program and promotion on website
- 1 Full Conference Registration
- 2 Exhibit Hall Only Registrations

(No floor covering, Internet, electric, shipping, decoration, or drayage is included with your exhibit space. Exhibitor is responsible for all costs associated with furnishing their booth space. Floor covering is required and will not be provided by show management. See patron packaging for registration inclusions.)

### Payment Method

Payment must be in USD. Payment is accepted via check, credit card, Wire Transfer, or ACH.

Payment must be received at time of contract if signed after September 15, 2018.

Account Name: Marine Technology Society Inc.  
Bank Name: Wells Fargo Bank, N.A.  
ABA Routing Number: 055003201  
Wire Transfer Routing Number: 121000248  
Account Number: 1018252039

Please e-mail notice of Wire/EFT transfer to  
ar@mci-group.us  
Subject Line: OCEANS 2018 Payment

Note: To ensure your payment is for the full invoice amount, Exhibitor is responsible for any wire or payment fees. Please gross up the transferred amount to cover any fee that will be deducted from the wire by your bank. (i.e. - amount of invoice is \$4,000 and wire/EFT fee is \$18.00 then the total amount of the wire/EFT should be \$4,018.)

Any and all applicable fees including but not limited to taxes, VAT, wire transfers etc., are the sole responsibility of Exhibitor.

# Exhibitor and Patron Guidelines

OCEANS 2018 EXHIBITOR  
CONTRACT TERMS AND CONDITIONS

## 1. Defined Terms

The term "Event" means OCEANS 2018, currently scheduled to be held on October 22-25, 2018 (the "Event Dates") at Charleston Area Convention Center (the "Exhibit Facility"). The Event is jointly owned and produced by IEEE Oceanic Engineering Society (OES) and Marine Technology Society (MTS). The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor". The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

## 2. Contract Acceptance

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of OCEANS. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. OCEANS reserves the right to deny access to any company.

## 3. Qualifications of Exhibitor

OCEANS, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. OCEANS reserves the right to restrict or remove any exhibit, which OCEANS, in its sole discretion, believes, is objectionable or inappropriate.

## 4. Assignment of Space

Space will be assigned by OCEANS in accordance with the policy announced at the time display space is offered for reservations. OCEANS reserves the right to relocate display areas for the benefit of the Exhibitor, or for the betterment of the exposition.

## 5. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent.

## 6. Cancellation or Downsizing:

Upon providing written notice, an Exhibitor may cancel or downsize from the Exhibit subject to the following conditions and restrictions:

A. If a written cancellation or downsize notification is received by your exhibit sales representative by January 15, 2018, 50% of the contract total will be released or refunded. The remaining 50% of the contract total will be due immediately. Exhibitor is liable for remaining contract total and all terms and conditions.

B. If a written cancellation or downsize notification is received by your exhibit sales representative after January 15, 2018, no refunds will be issued. Exhibitor is liable for full contract total and all terms and conditions. In such case, Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total contract cost. Exhibitor is liable for all terms and conditions. In the event of cancellation or downsizing, OCEANS reserves the right to use the cancelled/downsized space, including the sale of space to another Exhibitor without any rebate or allowances to the cancelled/downsized Exhibitor. By cancelling exhibit space participation Exhibitor will forfeit all exhibit benefits.

## 7. Exhibitor Cancellation by OCEANS

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, OCEANS may immediately terminate Contract and Exhibitor's participation in the Event by providing written notice. OCEANS shall have no obligation to refund monies previously paid. OCEANS reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due. OCEANS is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

## 8. Cancellation of the Event

If OCEANS cancels the Event due to circumstances beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), OCEANS shall refund payments previously paid, less a share of costs and expenses incurred by OCEANS, in full satisfaction of all liabilities to Exhibitor. OCEANS reserves the right to cancel, re-name, re-locate, or change the dates of Event. If OCEANS changes the name, re-locates to another facility within the same city, or changes the dates of the Event that are not more than 30 days earlier / later, no refund will be due to Exhibitor. OCEANS shall assign to Exhibitor, in lieu of the original space, such other space as OCEANS deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If OCEANS elects to cancel the Event other than for a reason previously described in this paragraph, OCEANS shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation, or rescheduling of the Event.

## 9. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by OCEANS. If Exhibitor fails to install its display in its assigned space by Monday, October 20, 2018, or leaves its space unattended during the exhibit hours, OCEANS shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the event hours. Exhibitor may not dismantle the display until the Event is officially closed.

## 10. Listings and Promotional Materials

Exhibitor grants OCEANS a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any Event media or promotional materials. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

## 11. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, products, and trash and will be charged for the cost to remove any items left post Event.

## 12. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals under federal, state or local laws applicable to its activities at the Event.

## 13. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 14. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

## 15. Exhibitor Information & Updates

OCEANS will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual.

## 16. Authorization to Contact

Exhibitor acknowledges that OCEANS shall be permitted to share Exhibitor's name and contact information with authorized Event partners.

## 17. Incorporation of Rules and Regulations

Rules and regulations provided via an Exhibitor Service Manual are an integral part of this Contract and are incorporated herein by reference.

## 18. Installation and Dismantling

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, OCEANS shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to OCEANS. All exhibits must remain intact until the Exhibition is officially closed.

## 19. Contractor Services

OCEANS has contracted official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within guidelines listed in the Exhibitor Service Manual.

## 20. Lead Retrieval

OCEANS will designate an official service provider for lead retrieval services. Exhibitor may use the official service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges Attendee Data collected shall be used solely for its legitimate internal business purposes. Exhibitor agrees that (i) it will not sell, transfer or otherwise distribute Attendee Data to a third party, (ii) it will not make a compilation of the Attendee Data, (iii) it will not use Attendee Data in connection with any illegal or fraudulent activity.

## 21. Exhibit Guidelines

Distribution promotional material is restricted to the exhibit booth. Exhibitor agrees to exhibit only products it manufactures, represents or distributes. The aisles, passageways and overhead spaces remain strictly under control of OCEANS. Photography or videography is permitted only with prior approval of the exhibiting company.

## Exhibitor and Patron Guidelines (continued)

### 22. General Terms and Conditions

OCEANS has sole control over attendance policies. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste.

### 23. Assumption of Risks; Releases

Exhibitor expressly assumes all risks in connection with Exhibitor's participation in the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to persons (including death), property, or business profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for any theft, damage or other loss to property, including any subrogation claims by its insurer. Neither OCEANS nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither OCEANS nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

### 24. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to OCEANS), and hold OCEANS, its agents, affiliates, representatives and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

### 25. Limitation of Liability

Under no circumstances shall OCEANS or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. OCEANS makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

### 26. Insurance

Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;

(B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

(C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured (i) OES, (ii) MTS, and (iii) Event Facility which includes Charleston Area Convention Center, SMG and the City of North Charleston. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, shall be promptly furnished.

### 27. Outside Exhibits / Hospitality Suites

Exhibitor is prohibited, without prior written approval, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any OCEANS-sponsored activities are being held.

### 28. Sound and Lighting

Amplified sound must be controlled at a conversational level. Sound and lighting must not be projected outside the exhibit booth.

### 29. Fire and Safety Laws

The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual.

### 30. Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor may be prohibited from exhibiting at the future events.

### 31. Governing Law

This contract shall be governed by the laws of the State of VIRGINIA. Exhibitor agrees that the courts located in the State of VIRGINIA shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in VIRGINIA.