

# MEDIA-TECH conference2008

March 4-5, 2008 • Mayfair Hotel & Spa  
3000 Florida Avenue • Coconut Grove, FL • USA

## Organizer:

**MEDIA-TECH Association**  
P.O. BOX 1104  
63793 Kahl/Main, Germany

**MEDIA-TECH Association USA**  
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## Rules for MEDIA-TECH Conference 2008

- No molding machines, replication units, optical disc mastering equipment, printing or packaging machines are allowed
- Total net-weight of machinery and equipment on display may not exceed 200 kg/500 lbs per booth. Weight restriction does not include furniture, display material, audio/visual equipment, brochures, etc
- No compressed air, water chillers or vacuum pump
- Only standard voltage 110V; no 3-phase electricity
- No forklifts or pallet jacks allowed
- Companies with more than one division exhibiting cannot share a border or be adjacent to or opposite to each other on the Showcase floor.

## MEDIA-TECH Association Event Terms and Conditions

**EVENT TERMS AND CONDITIONS:** The parties named below have entered into this Event Terms and Conditions agreement ("Terms and Conditions" or "Contract") as of the last date of execution entered below. Both parties agree to be bound by the terms and conditions of this Event Terms and Conditions Contract. "Event" shall be defined as any event whereby Exhibitor participates in a MEDIA-TECH event. Exhibitor shall include the party named below including any agent, successor or assign collectively referred to herein as "Exhibitor". The Event is conducted under the direction of MEDIA-TECH Association P.O. Box 1104, D-63793 Kahl/Main Germany including any successors or assign collectively referred to as "MEDIA-TECH Association" or "MEDIA-TECH". The written booth confirmation notice, in response to a submitted Exhibitor Contract, shall constitute a binding contract of participation between the MEDIA-TECH Association and the Exhibitor. The Exhibitor and MEDIA-TECH Association acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions shall be considered a breach and entitle MEDIA-TECH Association to exclude an Exhibitor from the Event and to also seek any other remedies at law or equity for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors, the facility, and governmental authorities.

**CONDITIONS OF PAYMENT:** Any dispute by Exhibitor with any exhibition or Event services provided by MEDIA-TECH Association or any affiliate, or the amount charged for the same shall be reported to MEDIA-TECH Association in written form within 10 days from the date of invoice relating to same. Failure to report any such dispute within such time shall constitute a waiver of any claim by Exhibitor with respect to such dispute. Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 15 days from the date of invoice or the date as indicated on the invoice. All delinquent accounts shall bear interest from the date of delinquency at eighteen percent (18%) per annum or at the highest rate allowed by law.

Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by MEDIA-TECH Association or any affiliate or agent, through all appeals, tribunals, bankruptcy proceedings and further collection efforts in pursuing and collecting payment. The liability of Exhibitor shall be joint and several with Third Parties. The party executing this Contract acknowledges its authority to bind the Exhibitor and understands execution of this Contract has caused the Exhibitor and Third Parties to be jointly and severally bound by the terms hereof. Exhibitor represents that Third Parties will immediately be notified of the terms hereof and shall be responsible for any obligations of any third party in the event that payment is not timely made hereunder. Notwithstanding to whom bills are rendered, Exhibitor and Third Parties shall remain jointly and severally obligated to pay to MEDIA-TECH Association the amount of any bills rendered by MEDIA-TECH Association within the time specified and until payment in full is received by MEDIA-TECH Association. Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to MEDIA-TECH Association and only those payments made directly to MEDIA-TECH Association shall be credited against the Exhibitor's obligation to MEDIA-TECH Association.

**USE OF EXHIBIT SPACE:** The Exhibitor contracts to use the booth for the duration of the Event in conformity with MEDIA-TECH Association's guidelines and the Event Terms and Conditions set forth herein. MEDIA-TECH Association has the right to relocate any booth at its sole discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner and shall allow any and all individuals, including other exhibitors, entrance to their booth during the Event hours. In cases of disruptive and unprofessional behavior, Exhibitor has the right to ask disruptive individuals to leave its booth. MEDIA-TECH Association reserves the right to revoke trade show participation privileges from such Exhibitors, their representatives, invitees, guests or other individuals or entities. Exhibits may not obstruct overall view or hide the exhibits of others. Except for booths provided by MEDIA-TECH Association or its official contractors, all booths must be approved by MEDIA-TECH Association in writing in advance prior to construction and installation. MEDIA-TECH Association reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Event. Booths must be set up prior to the opening of the Event. MEDIA-TECH Association has the right to reallocate a booth at its discretion, if the Exhibitor has not appeared or begun to set up the booth by 1 hour prior to the opening of the Event. Any Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit space or booth. Should a two-story booth be approved by MEDIA-TECH Association, Exhibitor agrees an additional charge of 50% of the exhibit space rental fee will apply.

**BOOTH RESPONSIBILITY:** Exhibitor will maintain personnel in the booth during show hours. Any Exhibitor dismantling their booth prior to the official show announcement will be charged a fee of EUR 1,000 (\$1,500.00 US) and could be prohibited from participation in future events.

**INDEMNITY AND INSURANCE REQUIREMENTS:** Exhibitor shall indemnify and hold MEDIA-TECH harmless from and against any and all claims or causes of action whatsoever arising out of (I) Exhibitor's use of the booth (II) any activity, work, or other thing done, permitted or suffered by Exhibitor in or about the Event, or any part thereof, (III) any breach or default by Exhibitor in the performance of any of its obligations under this Contract, as amended, or (IV) any act of negligence or deliberate misconduct of Exhibitor, or any officer, agent, employee, contractor, servant, invitee or guest of Exhibitor; and in each case from and against any and all damages, losses, liabilities, lawsuits, claims, costs and expenses (including attorneys' fees at all venues and tribunal levels) arising in connection with any such claim or claims as described in (I) through (IV) above, or any action brought thereon. Exhibitor assumes all risk of damage or loss to its property or injury or death to persons in, on, or about the Event or booth, from all causes except those for which the law imposes liability on MEDIA-TECH Association regardless of any attempted waiver thereof, and Exhibitor hereby waives such claims in respect thereof against MEDIA-TECH Association. The provisions of this paragraph shall survive the termination of this Contract for 5 years.

The Exhibitor understands that neither the MEDIA-TECH Association nor the Event shall maintain insurance coverage covering the Exhibitor or the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance liability and property coverage as it deems appropriate in its sole discretion.

**EVENT SCHEDULE:** The duration of the event, set-up times and hours of operation are as published. Construction and dismantling hours must be adhered to unless advance written approval is received from MEDIA-TECH Association.

**SALES ACTIVITIES:** All sales activities must have written approval in advance by MEDIA-TECH Association. Any royalties or commissions resulting from sales activity must conform to the Event Terms and Conditions. Exhibitors must comply with all local, state, and federal sales tax guidelines and regulations.

**ADVERTISING AND PUBLICITY:** All Exhibitor promotional material and goods are limited to the designated display area or booth. Exhibitors may not carry out publicity activities outside the boundary of the booth or in or near any portion of the Event facility, official Event hotels or Event transportation without advance written permission from MEDIA-TECH Association. Acoustic presentations are permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. MEDIA-TECH Association reserves the right, at its sole discretion, to prohibit and remove any publicity/presentations not previously approved or not meeting the standards of the Event.

**MEDIA AND PRESS RELATIONS:** Any activities conducted by the media, whether arranged by the Exhibitor or separately, shall be approved, conducted and coordinated in writing in advance through the MEDIA-TECH Association's Press Office.

**EXCLUSION OF LIABILITY:** MEDIA-TECH Association shall not be liable to an Exhibitor for damages caused by Acts of God, war, civil disturbances, fire, violence, building malfunction, inclement weather, terrorism or any other circumstances beyond the control of MEDIA-TECH Association including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf.

**SECURITY AND LIABILITY:** All local, state and federal laws shall be observed within the Event facility and for the duration of the Event. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and MEDIA-TECH Association personnel. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Event and have them available for inspection by MEDIA-TECH Association, the facility, and governmental authorities. MEDIA-TECH Association will provide Security during the construction of and dismantling times as well as throughout the duration of the Event, but is not be liable for the loss or damage of any Exhibitor property.

**CLAIMS:** Any claims of the Exhibitor shall be made in writing to MEDIA-TECH Association no later than 14 days following the closing of the Event.

**EXHIBITOR MANUAL:** Specific information about booth construction, dismantling, transport companies, packing materials and rules, Exhibitor services etc. will be contained online.

**PREVENTION:** The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

**BOOTH DISMANTLING:** The Event exhibition area is to be returned by the Exhibitor in the same condition as it was handed over. In the case of any damage to the Event exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor's expense. If the removal of the booth and contents is not completed by the specified time, MEDIA-TECH Association may remove the booth and contents, and all costs for removal and storage or disposal will be at the expense of the Exhibitor. MEDIA-TECH Association shall assume no liability for exhibits or contents left behind.

**AMENDMENTS:** Any amendments to this contract shall only be accepted in writing and must be approved in writing by MEDIA-TECH Association.

**LEGAL COMPLIANCE:** Exhibitor shall be solely responsible for maintaining and complying with all required laws, rules, regulations, permits and guidelines. Exhibitor shall also be solely responsible for compliance with any required releases and or licenses required or related in any manner to the Exhibitor's booth or presentation at any Event.

**ATTORNEY'S FEES:** In the event of any dispute between the parties to this Contract, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney fees, paralegal fees, investigative fees, costs and interest through all appeals, tribunals, collection efforts and bankruptcy proceedings.