

2008 PCIA Wireless Infrastructure Show

October 12th–15th, 2008 • Westin Diplomat Resort & Spa, Hollywood, FL

Contract for Exhibit Space

The undersigned, by the duly authorized officer, agent or employee (hereinafter called Exhibitor) hereby enters into a contract with PCIA for exhibit space at the 2008 PCIA Wireless Infrastructure Show event on October 12–15, 2008, at Westin Diplomat Resort & Spa in Hollywood, FL (hereinafter called Facility) This contract is subject only to (1) the acceptance by counter signature of PCIA; (2) the floor plan of exhibits; and (3) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservations of exhibit space by PCIA 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 inure to the benefit of the Exhibitor or be binding upon PCIA. THE EXHIBITOR further agrees that if, in the opinion of PCIA, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

Terms for Rental and Contractual Obligations

- A. Exhibit Space Rental Fee:** The rental fee for all exhibit space is twenty-seven dollars (\$27.00) per square foot (10x10 and 10x20) for PCIA Members and thirty-three dollars (\$33.00) per square foot (10x10 and 10x20) for Non-Members.
- B. Deposit and Payment Terms are:** Fifty percent (50%) of the total exhibit space rental fee is due no later than December 31, 2007 or 15 days from contract submission for exhibitors contracting space after December 16, 2007. Contracts received after May 1, 2008 must be accompanied by one hundred (100%) of the total rental fee. Failure to make payment by said payment dates does not release the contractual or financial obligations on the part of the Exhibitor. Exhibitors will be liable for any collection expenses, including reasonable Attorneys 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 submit checks made payable to PCIA in U.S. currency and send payment as follows: US Mail and Overnight Mail to PCIA, 500 Montgomery Street, Suite 700, Alexandria, VA 22314-1561, USA.

ANY QUESTIONS? PHONE: (703) 535-7447, FAX: (703) 836-1608

- C. Cancellation:** All cancellation requests must be made in writing and submitted to PCIA, 500 Montgomery Street, #700, Alexandria, VA 22314-1561 citing the reasons for release of exhibit space. Notwithstanding any other event or circumstance, all deposits are forfeited upon cancellation of exhibit space in accordance with terms of liability. The use of complimentary exhibit personnel badges is forfeited upon cancellation of space. PCIA reserves the right to cancel exhibitors booth space and exhibitor shall be responsible for total rental fee for the space which shall be retained by or paid to PCIA as liquidated damages, if (a) exhibitor fails to pay all space rental charges in accordance with the schedule set forth in Payment Schedule and Space Reduction Policy section, (b) exhibitor has any outstanding financial obligations to PCIA for contracted advertising, sponsorships, suite surcharges or any other service provided in connection with the trade show as of September 2, 2008, or (c) exhibitor fails to perform any Terms and Conditions of the contract or refuses to abide by the Terms and Conditions.

D. Exhibit Space: Size: _____ Ft. x _____ Ft. Booth No.(s): _____ Total Booth Area: _____ Sq. Ft. Total Cost: \$ _____

E. Booth Selection: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____ 4th Choice: _____

F. Products To Be Exhibited: _____

G. Member: Yes No **H. Exhibitors From Whom We Desire Booth Separation (if possible):** _____

I. Acceptance as Binding Contract (please print):

Company: _____

Address: _____

City/State/Zip: _____

Name: _____

Title: _____

Telephone: _____

Fax: _____

E-Mail: _____

Signature by Authorized Representative _____ Date _____

J. Booth Contact:

Name: _____

Mailing Address (if different): _____

Telephone: _____

E-mail: _____

Accepted by PCIA

Name: _____

Title: _____

Date: _____

By Signature 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.

For use by PCIA: Received Date: _____ Booth Assigned: _____ Total Square Feet: _____ Total Rental Fee \$: _____

PCIA Wireless Infrastructure Show Contract for Exhibit Space Terms and Conditions

RIGHT OF REFUSAL: PCIA reserves the right to exercise its sole discretion in the acceptance or refusal of contracts.

PROVISIONS in CASE OF DEFAULT: If any exhibitor shall fail to perform any material term or condition of the contract, PCIA reserves the right to terminate this contract immediately and to withhold from the exhibitor possession of the space involved or to take immediate possession thereof. Any money theretofore paid by the exhibitor to PCIA may be retained by PCIA.

PAYMENT SCHEDULE and SPACE REDUCTION POLICY: Payment Schedule: (A) Exhibitors contracting space before May 1, 2008 will make two (2) payments: Fifty percent (50%) of the total exhibit space cost is due by December 31, 2007 or 15 days from contract submission to PCIA. The remaining fifty percent (50%) is due by May 1, 2008. (B) Contracts received after May 1, 2008 must be accompanied by one hundred percent (100%) of the total cost. Reduction of Space: All requests must be made in writing and submitted to PCIA. Reductions of exhibit space are treated similarly to cancellation of contracts. Exhibitors requesting reduction of space will remain liable for their required deposit (see terms of liability) and will be assessed an additional 25% fee based on the difference between the total square footage of the original exhibit space contracted and the total square footage of the new exhibit space requested. For example, should an exhibitor reduce space from 300 nsf to 200 nsf, a 25% administrative fee will be assessed on the value of the 100 nsf difference. No refunds will be made for reductions of exhibit space after May 2, 2008 even if the space is reserved.

TERMS OF LIABILITY: (a) Date exhibit space contract is received by PCIA through May 1, 2008 - Exhibitor is fifty percent (50%) liable for the total cost of original space contracted. (b) Beginning May 2, 2008- Exhibitor is one hundred (100%) liable for the total cost of original space contracted. There are no refunds after this date.

EXHIBIT HOURS/SECURITY: All exhibits must be in place ready for opening of show. No part of an exhibit shall be removed during the show without special permission from PCIA. No exhibit may be dismantled, torn down, or removed until the show closes. Failure to adhere to this schedule will result in an automatic refusal of the right to exhibit at future meetings and conventions. PCIA reserves the right to remove any exhibit not removed by the time specified and charge the expense to the exhibitor. Exhibitor access to the exhibit area during the show is limited to the general exhibit hours plus one hour before opening and one hour after closing each day of the show, unless the exhibitor obtains special permission from PCIA. Exhibitor's booth must be manned at all time during exhibit hours.

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate. The convention is a closed tradeshow designed to provide a showcase for products and services either specifically designed for or customarily used in the personal communications industry. The exhibition is held strictly as a means of product display and is not involved with the over the counter sale of goods. In order to allow unobstructed view of neighboring booths, exhibitors must comply with the Display Rules and Regulations provided herewith and made a part hereto and must confine their activities to their assigned space.

ARRANGEMENT OF EXHIBITS: PCIA shall supply at no charge to all exhibitors under 400 sq. ft. the following standard booth decorations over the regular booth rental fee: one 8' high curtain backwall, two 3' high curtain sidewalls, one line 44" long x 7" high identification sign. Exhibitor will provide all other furnishings, carpet, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Island configurations are limited to 18 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to PCIA for prior approval. Exhibits not conforming to these specifications or which in design, operations, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If PCIA gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to PCIA.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths unless given written permission by PCIA.
- Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- PCIA reserves the right to require modification of questionable exhibits.
- "Cash and Carry" sales are not permitted from the exhibit floor
- Exhibitors using music in their booth, either live or mechanical, must provide PCIA with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to PCIA that no such license is required due to exemption under 17 U.S.C. 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold PCIA harmless from any action brought against PCIA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverage must be purchased through the official food vendor at the facility.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall.
- The laws of the State of Virginia shall govern the construction, interpretation, and enforcement of this agreement.
- Exhibitors must display only products and services manufactured or distributed by their company.

HOSPITALITY SPACE AND ASSOCIATED EXHIBITOR ACTIVITY: The exhibitor agrees not to extend invitations, call meetings, hold hospitality events or otherwise encourage absence of Show registrants from the exhibit hall and meeting rooms during the hours of the Conference and Expo. Hospitality or business suites clearance is through PCIA. All exhibit materials and equipment shall be displayed in the exhibitor's booth only. Hospitality or business suites, or public rooms shall not contain exhibit equipment or material. Hospitality or business suite activities shall not occur during posted meetings or exhibit hours.

UNOCCUPIED, SUBLETTING AND PROHIBITED USE OF EXHIBIT SPACE: UNOCCUPIED

EXHIBIT SPACE: Should any rented space remain unoccupied 4 hours prior to the start of the show opening, or for any time thereafter, PCIA reserves the right to rent such space to any other applicant, and no refund shall be made to the original renter **SUBLETTING OF EXHIBIT SPACE:** Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from PCIA. Any approved entity must sign a subletting contract with PCIA and pay the applicable fees. A company that has not signed a contract with PCIA may not be represented on the exhibit floor PCIA retains the right to administer and remove from the floor any company without a signed contract.

PAST DUE: Exhibitor agrees that PCIA reserves the right to assess a ten (10) percent per annum interest charge on all past due amounts owed arising from this Contract and the Convention.

LIABILITIES: The Exhibitor agrees that PCIA, its agents and employees: (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 any such loss, damage, destruction, or injury being expressly waived by the Exhibitor, (b) will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents or employees, (c) is exempt from any claim for consequential damages, loss of profit and /or any other loss of any nature or kind due for any claim arising from this contract. The Exhibitor may be required to provide a certificate of insurance to PCIA. Exhibitor shall also indemnify and save and hold harmless PCIA 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 the part of Exhibitor or PCIA agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of PCIA. Such indemnification shall not be limited to insurance required herein. PCIA agents and employees and PCIA will not be liable for failure to hold the Exhibits as scheduled, and exhibitor shall indemnify, save and hold harmless PCIA from any claims, costs, expense or losses not directly contracted with PCIA. Notwithstanding cancellations, space reductions or forfeitures, payments for booth space 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 any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority or any other act beyond the control of PCIA, which makes it impossible or impractical to hold the Exhibition. Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the Hotel, its owners, its operator, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorneys fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents. Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry General Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, property damage, product liability and contractual liability. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier that carries fire, explosion or any other risk coverage insuring their property. Exhibitor acknowledges that it is its sole responsibility to obtain any coverage for business interruption or property damage. PCIA will provide perimeter 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 of any kind.

DAMAGE TO PREMISES: Exhibitors or their agents may not allow any article to be brought into the exhibition, or any act done on the premises, which would invalidate the insurance or increase the premium of the policies held by the management of the convention facility. Neither will they permit anything to be done by their employees through which act the premise, property or equipment of other exhibitors will be damaged. No signs or articles can be affixed, nailed or otherwise attached to walls, floors, doors, etc. in such a manner as to deface or destroy them.

All space is leased subject to these conditions. Exhibitor acknowledges that the violation of these rules will result in the penalties outlined in PROVISIONS in CASE OF DEFAULT section of the Contract. Exhibitor assumes the entire responsibility for any damage to the Premises whatsoever resulting from such violations.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless PCIA and Facility against 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 the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements with the general contractor for delivery and receipt of shipments and storage of crates before move-in time. Fire regulations prohibit the storage of empty crates and cartons within the Exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of the show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor Schedule of prices and applications for carpet, furniture and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time. It is mutually agreed that it is the duty and responsibility of each exhibitor to install their exhibit before the opening of the exhibition and to dismantle their exhibit immediately after the close of the exhibition, in accordance with the terms outlined in section "EXHIBIT HOURS/SECURITY" of this contract.

AMENDMENTS: The exhibitor agrees that PCIA shall have the right to make such rules and regulations or changes in floor plan arrangements of booth for said exhibition as it shall deem necessary and to amend same from time to time. PCIA shall have the final determination and enforcement of all rules, regulations and conditions.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representatives of PCIA.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of government agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by PCIA are hereby made an integral part of the Contract and of the agreement between Applicant and PCIA 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.

EXHIBITOR APPOINTED CONTRACTORS (EACs): Exhibitors using companies other than the Official Service Contractor must advise PCIA in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless PCIA and the Facility from any and all liability, including attorney's fees, which may arise due to the third party contractor's presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EACs employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to PCIA no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability of \$1,000,000.00 Worker's compensation as required in Virginia and Employer's Liability of \$1,000,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.

SPECIAL PLACEMENTS: PCIA reserves the right to place any exhibitor in a strategic location in order to obtain the best possible traffic flow and maximum benefit for the trade show.