



CONTRACT APPLICATION TO EXHIBIT

Complete and return to:

UK office: Horizon House Publications Ltd, 16 Sussex Street, London, SW1V 4RW, UK or rvaughan@horizonhouse.co.uk Tel: +44 20 7596 8742

US office: Horizon House Publications Inc, 685 Canton Street, Norwood, MA 02062, USA or mhallman@horizonhouse.com Tel: +1 301 371-8830

Company: _____

Address: _____

City, State: _____ Postal Code: _____ Country: _____

Contact: _____ Title: _____

Telephone: _____ Email: _____

Web: _____ Company VAT No: _____

Sharing Co./ Subsidiary Co. _____

(Maximum of 1 main exhibitor & 1 sharing co for a 9sqm shell scheme stand, max. of 1 main exh & 2 sharing co for a 12sqm shell scheme stand & max. 1 main exh & 4 sharing co for over 12sqm shell scheme stand)

STAND SELECTION

Total space required: _____ square metres.

Stand Number: First Choice: _____ Second Choice: _____ Third Choice: _____

SPACE COSTS

Raw space only €588/m2 (12sqm and above only)

Space with Shell Scheme €624/m2 (compulsory - minimum stand size 9sqm)

Size: _____ m x _____ m / m2 = € _____ Plus VAT @ 19% = € _____

Add a €150 logo to the show guide (optional) Plus VAT @ 19% = € _____

Total cost = € _____

PAYMENT SCHEDULE

Full payment on receipt of our invoice. BACS payments to be made in Euros and payable to: Horizon House Publications Ltd.

Please note that Exhibitors are strictly prohibited from displaying competitors' equipment for comparison purposes.

We, the undersigned company hereby make our contract application to exhibit at EuMW 2023 and understand that when signed and submitted with the appropriate payment, this application becomes a contract after it is approved and countersigned by the EuMW 2023 organisers, hereinafter referred to as "Horizon House Publications Ltd".

Exhibiting Company/Organisation (the Exhibitor)	Horizon House Publications Ltd (the organisers)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

EUROPEAN MICROWAVE WEEK 2023

Messe Berlin hub27

Agreement made between _____, hereinafter referred to as EXHIBITOR, and Horizon House Publications Ltd., a London company with its principal place of business at 16 Sussex Street, London, SW1V 4RW, hereinafter referred to as MANAGEMENT, on the _____ day of _____ (mth) 20__ (yr)

Exhibitor agrees to prepare an exhibit of its products or services, which shall be directly pertinent to the function or industry represented by the exhibition specified above, and as approved by Management, for display in booth(s) to be hereafter assigned by Management, as shown on the official floor plan, or its/their equivalent in square metres, whether or not actually occupied by *Exhibitor*.

Exhibitor agrees to pay a total rent of € _____ of which € _____ shall have been or will be paid by the exhibitor upon the signing of this contract and the balance of € _____ shall be paid by the exhibitor when stand(s) assignment has been made by Management.

Exhibitor accepts as part of this agreement, and agrees to comply with, the rules governing the exhibition set forth below and any additions or amendments to these rules as may be included in official exhibitor manual to be forwarded to each Exhibitor at a later date, or otherwise issued.

Management will accept cancellation of this agreement by Exhibitor upon receipt by *Management*, as hereinafter specified, of written notice of such cancellation at a date prior to the occurrence of the contingency as provided in paragraph numbered 14 of the Rules Governing Exhibition set forth below, in which event, Exhibitor agrees to pay and forfeit as payment for the services performed and damages incurred by management, a percentage of the amount which Exhibitor has agreed to pay, in accordance with the following schedule and percentages:

Dates of cancellation		Percentages
Prior to 27 February 2023		25% penalty
From 27 February to 26 March 2023		50% penalty
From 27 March 2023		100% penalty

Said written notice of such cancellation must be received by Management not later than 5:30 pm local time in London, UK, on the day preceding the dates under the caption "Prior to."

RULES GOVERNING EXHIBITION

1. *Management*. The word "Management" as used herein shall mean Management as specified above, or its officers or committees or agents or employees acting for it in the management of the exhibition.

2. *Sub-Leasing*. Exhibitor may not sub-let his space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration or operation of Exhibitors' display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit in his booth non-exhibiting companies' representatives. Rulings of the Management shall in all instances be final with regard to use of any exhibit space.

3. *Default in Occupancy*. Any Exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space. If not occupied by the time set for completion of installation of displays, such space may be possessed by Management and re-allocated or assigned for such purposes as it may see fit. In such event, the Exhibitor shall forfeit all payments made hereunder and shall be liable for any unpaid rental space.

4. *Eligible Exhibits*. Management has sole right to determine the eligibility of any company or product for inclusion in the exhibition.

5. *Limitation of Liability*. Exhibitor agrees to make no claim for any reason whatsoever against Management for loss, theft, damage, or destruction of goods; nor for an injury to himself, employees, agents or representatives while in the exposition quarters; nor for any damage of any nature, including damage to his business by reason of failure to provide space for his exhibit; nor for any action of any nature of Management; nor for failure to hold the exhibition as scheduled.

6. *Installation-Showing-Dismantling*. Hours and dates for installation, showing, and dismantling shall be those specified by Management. Exhibitor shall be liable for all rent; storage and handling charges resulting from failure to remove exhibit material from the exhibition before conclusion of the dismantling period as specified by Management.

7. *Damage to Property*. Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard stand equipment.

8. *Alcoholic Beverages*. The use of alcoholic beverages in the exhibition is prohibited without the express approval of Management first having been obtained.

9. *Attendance*. Management shall have sole control over admission policies at all times.

10. *Stand Representatives*. Exhibitors' stand representatives shall be restricted to employees of exhibiting companies who are actually working in Exhibitor's stand. Stand representatives shall wear "EXHIBITOR" badge identification furnished by Management, at all times. Management may limit the number of stand representatives at any time. All Exhibitors' company personnel other than those working in the stand are to register as attendees at the Exhibition.

11. *Decoration*. Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any stand, and no liability shall attach to Management for costs that may devolve upon Exhibitor thereby. Exhibitors building special background or side dividers must make certain that the surface of such dividers is finished in such a manner as not to be unsightly to exhibitors in adjoining stands. If such surfaces remain unfinished at 12 Noon of the day before the opening day of exhibition, Management shall authorise the official decorator to effect the necessary finishing and Exhibitor must pay all charges involved thereby.

12. *Exhibitors, Representatives' Responsibility*. Exhibitor agrees to indemnify Management against and hold it harmless for any claims arising out of the acts or negligence of Exhibitor, his agents, employees or representatives.

13. *Exhibitors' Admittance During Non-Show Hours*.

Stand representatives will be permitted to enter the exhibition two (2) hours before the scheduled opening time each day of showing, and will not be permitted to remain in the exhibition after the closing hour each night with the exception of the final night.

Exhibitors having special problems that require additional time should check at Management office on the previous day.

14. *Force Majeure* – Horizon House Publications Ltd reserves the right without liability to suspend, abandon, defer the date of the Convention or to cancel the Convention or alter or reduce the scope of the Convention or move the Convention (or any part of it) to another venue for any reason whatsoever including due to circumstances beyond the reasonable control of EUMW including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, terrorism, outbreak of infectious or contagious disease, governmental regulations, legal restrictions, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. In such circumstances, for the avoidance of doubt, Horizon House Publications Ltd shall have no liability to the Exhibitor whatsoever.

15. *Floor Load*. Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material in conformity with the maximum floor load specifications, as specified in official exhibitor manual.

16. *Inflammable Materials*. No inflammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be used in any stand.

18. *Lotteries; Contests*. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from Management.

18. *Noise and Odours*. No noisy or obstructive work will be permitted during open hours of the exhibition, nor will noisily operating displays, nor exhibits producing objectionable odours, be allowed. Management shall have the sole discretion in determining what is noisy, obstructive and objectionable.

19. *Obstruction of Aisles or Booths*. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's stand shall be suspended for any periods specified by Management.

20. *Regulations Governing Displays*. Displays of all types, Linear, Cross-Aisle, Peninsula and Island, are to conform to the regulations set forth in the International Association of Exposition Managers, Inc. material appearing in the Display Regulations section of the Exhibitor Manual prepared and distributed for this exhibition. Any exception to those regulations must be approved in writing by the Management.

21. *Rejected Displays*. Exhibitor agrees that his exhibit shall be admitted and shall remain from day-to-day, solely in strict compliance with the rules herein laid down. Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or Exhibitor or his agents, employees or representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made. Please note that Exhibitors are strictly prohibited from displaying competitors' equipment for comparison purposes.

22. *Safety Devices*. Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

23. *Samples; Souvenir*. Samples, souvenirs, publications, etc. may be distributed by Exhibitor only from within his stand. The distribution of any article that interferes with the activities in or

obstructs access to neighbouring stands, or that impedes aisles, is prohibited. No article containing any product other than the product or material made or processed or used by Exhibitor in or as the product or service he sells, may be distributed except by written permission of Management.

24. *Signs; Sign Copy; Illumination*. Electric flashers or signs involving the use of Neon or similar gases are prohibited. Should the wording on any sign or area in Exhibitor's stand be deemed by Management to be contrary in any way to the best interests of the exhibition, Exhibitor shall make such changes as are requested by Management.

25. *Exhibitor's Discussions; Costumes*. Exhibitor's representatives shall not conduct discussions, answer questions, or explain their products or services in aisles or in stands other than their own. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel, must remain in their own stands. Booth representatives may not wear clothing the Management deems scanty or excessively revealing.

26. *Soliciting Employment*. Exhibitor shall not have in his stand any displays, signs, literature, or related media that refer to or describe employment opportunities in his company.

27. *Sound Amplifying, Reproducing Equipment*. Noise Levels for Operating Equipment. Exhibitors operating sound reproducing/sound amplifying equipment are required to operate same in such a manner that a maximum 80 dB reading on the "A" scale of a sound level meter may be read at the aisle(s) space adjacent to their stand or measured at a neighbouring stand in an area bordering that of the sound equipment user.

Management shall be the sole arbiter of acceptability of sound levels and may require reduction of sound level or elimination of sound reproducing devices in those instances where in the judgment of Management such sound is in violation of these standards or otherwise objectionable.

28. *Control of Exhibition and Assignment of Booth(s)*.

Management shall have and exercise sole control of the Exhibition. Management shall have sole discretion and final say in the assignment of stand(s) to Exhibitor.

29. *Invitee; Licensee*. Exhibitor agrees that anyone visiting, viewing or otherwise participating in Exhibitor's exhibit shall be deemed to be the invitee or licensee of Exhibitor and not of Management.

30. *Changes in Exhibit*. Exhibitor may not change, remove, replace, add to, exchange or substitute any part of its exhibit during the exhibition without the written permission of Management.

31. *Complying with Reasonable Requests*. Exhibitor shall comply with all reasonable requests of officials of the exhibit hall and Management with respect to the installation, conduct and disassembly of its exhibit.

32. *Waiver of Rights*. Any rights of Management under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of Management.

33. *Amendment to Rules*. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. These rules may be amended at any time by Management, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.

34. *Agreement to Rules*. Exhibitor, for himself or itself, his or its employees, agents, and representative, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Manual, and by amendments that may be put into effect by Management. The Exhibitor further agrees to abide by any and all rules and regulations of the officials of the exhibition hall and in particular those pertaining to trade union practices.

ACCEPTANCE OF CONTRACT

Exhibitor: _____ Title: _____ Tel: + _____

Management: _____ Title: _____ Tel: + _____