



SEMICON® West2009 inter solar North America
July 14-16, San Francisco

Checks should be made payable to "Immersa Marketing" and sent to:

Immersa Marketing
 c/o Matt Martin
 139 Campanelli Drive
 Middleboro, MA 02436

Fax contract to: 415.861.2846
 Sales phone number: 415.655.2220

Reference #900-0907-002 on all checks.

For payment by wire transfer or credit card, please request form.

ONSITE ADVERTISING OPPORTUNITIES (OAO) CONTRACT

- | | | |
|---|---|--|
| <input type="checkbox"/> Banner Space | <input type="checkbox"/> Lanyards | <input type="checkbox"/> Hall Greeters |
| <input type="checkbox"/> Escalator Decals | <input type="checkbox"/> Escalator Strips | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Stair Stickers | <input type="checkbox"/> Pocket Guide | <input type="checkbox"/> Other _____ |

Description of Onsite Advertising Opportunity:

Location: _____

Exhibitor: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Alternate Contact: _____ Phone: _____

Accounting Contact: _____ Phone: _____

The reservation of an OAO is based upon the terms set forth on this page and on page 2 and will become effective and binding upon acceptance by Immersa Marketing. The individual signing this contract warrants that he/she has been duly authorized to execute this binding agreement on behalf of the exhibitor company if applicable, by his/her signature below.

We agree to the Terms and Conditions of this contract as stipulated on this page and page 2 of this contract and will pay the total sum written here as the total OAO fee \$_____.

Company Name: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Terms and Conditions for First Right of Refusal Contract

1. **Payment Terms:** All fees paid to Immersa Marketing are non-refundable and non-transferable. If Exhibitor fails to make any payment described in this agreement by the due date, Immersa Marketing may terminate this OAO agreement without further notice and without any obligation to refund monies previously paid. Fees must be paid in full prior to the set-up of OAO's at the show. 50% of your payment is due within 30 days of signing contract. Your final 50% payment is due by May 14th. Contract signed after April 14th is 100% due within 30 days of signing. Please make checks payable to and mail to:
Immersa Marketing, Attn: Matt Martin
139 Campanelli Drive
Middleboro, MA 02436
(Reference # 900-0907-002 on the check.)
2. **Cancellation:** Any Exhibitor wishing to cancel this contract shall notify Immersa Marketing in writing. If such cancellation notice is received by Immersa Marketing 61 days or more before the start of the show, one-half (50%) of the total fee is due and payable. If such cancellation notice is received by Immersa Marketing 60 days or less before the start of the show, the total fee (100 %) as set forth in this contract shall be due and payable.
3. Exhibitor will be responsible for providing the "finished" OAO piece by the deadline date and meeting the exact specifications set forth in the confirmation letter that will be sent to you upon receiving this signed contract. **Initials:** _____
4. Verbal agreements are not recognized.
5. Exhibitor agrees to indemnify, defend, and hold harmless Immersa Marketing and SEMI from any and all liability for content of OAO pieces or the authorized use of any person's name or photograph arising from the reproductions and display of such promotions pursuant to the order, including text, illustrations, representations, sketches, maps, trademarks, labels or other copyrighted matter Immersa Marketing reserves the right to reject, discontinue or omit all of any part of an OAO piece. This shall not be deemed to have been waived by acceptance or actual use of any promotional matter.
6. All finished artwork provided is subject to approval by Immersa Marketing and SEMI. Immersa Marketing reserves the right to reject finished artwork, which is deemed objectionable.
7. Immersa Marketing is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the control of Immersa Marketing affecting production or delivery in any manner.
8. Immersa Marketing reserves the right to hold Exhibitor and its agency jointly and severally liable for such monies as is due and payable to Immersa Marketing.
9. Under no circumstances will Immersa Marketing be liable for loss of profits or other incidental or consequential damages for any of its acts or omissions whatsoever, whether or not appraised with the possibility of likelihood of such lost profits or damages.
10. If any term of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. This agreement shall be binding upon the heirs and successors of the Exhibitor and Immersa Marketing. This agreement constitutes the entire agreement between the Exhibitor and Immersa Marketing, but is expressly conditioned upon Exhibitor's full performance of its Exhibit Space Contract including, but not limited to, actual participation.

Initials: _____