

**June 21-23
2010**

**39th Annual Neural Interfaces Conference (NIC)
Long Beach, California
2010 Exhibitor Application & Contract**

Exhibitor Name as it should appear on Exhibitor List and signage:

Exhibitor hereby contracts for exhibit space at the NIC Conference (NIC) to be held June 21-23, 2010, in Long Beach, California at the Long Beach Convention Center. Exhibitor agrees to abide by the Exhibitor Terms and Conditions attached hereto and incorporated herein by reference, as well as the supplemental Rules and Regulations stipulated by the host Convention Center. Exhibitor acknowledges that any additional requirements such as furniture, electrical, water, special signs, audio-visual, catering, services of the show decorator, maintenance, porters, drayage, etc. will entail separate charges payable by Exhibitor.

(Complete the Following. **PRINT CLEARLY.** This is how your company address shall appear on the exhibitor list and in the program.)

Company or Organization Name:			
Street Address:			
City	State	Zip	Country:
Show Management Contact: (Receives all show materials)		E-Mail:	
Sales & Marketing Contact: (Website/Attendee contact)		E-Mail:	
Telephone #:	Ext #	Fax #:	Website:
Products/Services to Be Exhibited in Booth:			
Will you sell merchandise "retail" at the show? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Booth spaces are sold as Regular, Corner, Island configurations. Regular booths are 10'x10' and can be purchased in multiples that are connected to make longer booths, such as three Regular booths making a 10' x 30' space. A Corner booth is any 10' x 10' space that is open to two sides at the end of an aisle, and can be purchased alone or in addition to adjoining Regular spaces. Adjoining Corner booths, commonly called "end-caps," cannot be purchased. Island Booths are spaces of 20' x 20' and larger open on all sides to aisles 8-ft back and 3-ft side drapes. NIC reserves the right to refuse exhibit space applications. Tobacco, firearms, alcoholic beverages, and sexually explicit products may not be brought onto the show exhibit floor, nor may they be advertised, marketed, or displayed on the exposition floor.

EXHIBIT SPACE TYPE	NON SPONSOR PRICE	QTY.	COST:
10' x 10' Regular Booth	\$2,000		
10' x 10' Corner Booth	\$2,500		
20' x 20' Island Booth	\$9,000		

Total Booth Contract Cost = _____

Sponsors: If you are a Silver, Gold or Platinum Sponsor, exhibit space is included with your sponsorship package. Please contact Lex Davies at LDavies@jbsassociates.ws to coordinate your space assignment.

1st Choice(s):	2nd Choice(s):	3rd Choice(s):
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Assignment of non-sponsor booth space is on a first come, first served basis. NIC assignment of space is final and shall constitute an acceptance of the Exhibitor's commitment to occupy space. After assignment, space location may not be changed or transferred by exhibitor without the written consent of NIC. In consideration to NIC reserving the assigned space, Exhibitor hereby warrants a financial commitment to NIC to the extent of the Total Booth Contract Cost. NIC reserves the right to move/assign exhibits to different locations than initially assigned.

Payment Terms: Prior to December 1, 2009, 33% of the Total Booth Contract Cost shall be payable upon reservation of booth space. After December 1, 2009, booth space reservations must be accompanied by 100% of the Total Booth Contract Cost. Booths not paid in full by January 4, 2010 are subject to relocation or cancellation at NIC's discretion. I hereby authorize NIC to charge the balance due for my booth space on 1/4/10.

Cancellation/Booth Downsizing Policy: As the Show dates approach it becomes increasingly more costly for the NIC to re-sell cancelled exhibit booth spaces. Exhibitors that wish to cancel or downsize all or a portion of their reservation commitment must do so in writing on company stationery. Such written notice will be deemed accepted on the date received at the JBS office. Cancellations or booth downsizings made prior to December 1, 2009 are subject to forfeiture of any Deposit or 33% of the Total Booth Contract Cost. Cancellations or booth downsizings made after December 1, 2009 but before February 1, 2010 will result in a forfeiture of 66% of the Total Booth Contract Cost. Cancellations or booth downsizings made after February 1, 2010 forfeit the Total Booth Contract Cost.

The undersigned acknowledges that they have read and agree to all to the provisions of this Contract as well as the Exhibitor Terms and Conditions found on the back side of this Contract.

Agreed this Date: _____ Signature of Exhibitor: _____
"I am authorized to execute this contract on behalf of Exhibitor."

STAFF USE ONLY:	
Payment Method:	Check# _____ Credit Card _____
Booth # (s) Assigned:	
Booth Size:	

Credit Card # _____
 Exp. Date _____ Billing Zip Code _____ Security Code _____
 Name on Card: _____
 Authorized Signature: _____
 Title/Position at Exhibitor Company _____

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**Show management: Fax Contracts and mail Payments payable to JBS & Associates and mail to:
 JBS & Associates – 954 La Mirada Street – Laguna Beach, CA 92651 – Tel (949) 497-3673 x100 – Fax (949) 497-2623 or (949) 497-6037**

White - JBS

Yellow - NIC

Pink - Exhibitor

39th Annual Neural Interfaces Conference - Long Beach, California 2010 EXHIBITOR TERMS & CONDITIONS

Codes & Agreements: Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exposition." Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, tax, and building codes and regulations; (ii) any rules or regulations of the facility where the Exposition is being held; (iii) the terms of all leases and agreements between NIC and the managers or owners of said facility; and (iv) the terms of any and all leases and agreements between NIC and any other party relating to the Exposition. Exhibitor shall not, nor shall Exhibitor permit others to do anything to the Booth or do anything in the facility which would cause a difference in conditions from those previously approved by the insurance carriers of the NIC, or the managers or owners of said facility, which will in any way increase premiums or costs payable by any of said parties.

Space Assignments: NIC shall use its best efforts to locate the Booth(s) in one of the locations as designated by Exhibitor in the Contract attached hereto. NIC reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. Special consideration will be given to unique problems. Mail-in requests for exhibit space will not be considered without appropriate deposit enclosed.

Exposition Space: All BOOTHS (Regular and Corner) include 8-ft high back and 3-ft high side drapes. Exhibitor's display may **not** exceed the height of the back and side drapes without permission of the Show Manager. Management reserves the right to limit access to any area under contract to NIC by the facility.

Exhibit Staffing: Each person working at the exhibit booth must be registered for the Exposition. Exhibitor is entitled to register 1 staff per 10x10 Regular and Corner booth, and 4 staff per 20x20. **if they complete and submit their reservations prior to June 1, 2010.** Extra and late "Exhibitor" registrations may be purchased.

Installation and Dismantling: Installation of exhibits will take place 8am to 4pm on Sunday, June 20, 2010. Dismantling takes place 2:00pm - 6:00pm on Wednesday, June 23, 2010. All exhibitor dismantling must be completed by 5pm, Wednesday, June 23, 2010. Substantial financial penalties will be assessed for any items not removed at this time. Any freight left on the show floor because your preferred carrier was a no-show as of 5pm Wednesday, June 23, 2010 will be shipped by the show decorator with any available freight company of the decorator's choice. Exhibitor agrees to pay freight charges. Any freight not prepared for shipping will be deemed abandoned.

Electrical, Telephone, Spot Lights and other Amenities: All electrical outlets, telephone, water, gas, compressed air or supplemental lighting must be ordered in advance and are the financial responsibility of the Exhibitor. Complete information and rates are included in the exhibitor service kit.

Shipping Limitation: Shipping instructions will be supplied in subsequent show mailings. DO NOT ship anything directly to the building prior to show days.

Exhibit Limitations: The exhibit activity of each Exhibitor must be within the Exhibitor's allocated space. Exhibitors may not use noise, lighting, odors, disruptive language or behavior or other distractions judged by the Show Manager to be offensive or intrusive to other Exhibitors or attendees. Visual aid devices or other mechanical devices shall not unduly interfere with other Exhibitors. Retail sales are permitted. Exhibitors are solely responsible for payment of any applicable taxes, and ASCAP/BMI music rights/licensing fees for live or recorded music in their booth. NIC reserves the right to require an exhibitor to cease using live or recorded music if the exhibitor cannot provide documentation showing satisfaction of ASCAP - BMI royalty fees. See show rules for video cameras.

Liability: Exhibitor agrees that USC, NIC, JBS & Associates, Long Beach Convention Center (LBCC) and each of its officers, directors, employees, representatives, shareholders and agents shall not be liable for any damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of use, occupation and enjoyment of exposition space by Exhibitor or any person thereon with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless USC, NIC, JBS & Associates, LBCC and each of its officers, directors, employees, representatives, shareholders and agents from all liability whatsoever on account of any such damage or injury, whether or not caused by the negligence or breach of any obligation by Exhibitor or its employees or representatives. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save harmless USC, NIC, JBS & Associates and each of its officers, directors, employees, representatives, shareholders and agents and the Exposition facility and its employees and agents from all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's or its agents installation, removal, maintenance, occupation or use of the exposition premises or a part thereof. Exhibitor is responsible for the repair of any damage or disfigurement to the facility resulting from the occupancy of an exhibit space including move-in/out. Exhibitors acknowledge that none of USC, NIC, JBS & Associates or the Exposition facility maintain insurance covering the Exhibitor's property and that it is the sole responsibility of Exhibitors to obtain business interruption, public liability, workers compensation, and property damage or loss insurance covering such losses by Exhibitor. NIC will contract the Exposition facility, a show decorator and/or private security to provide security services during the periods of installation, public exhibit hours and dismantling and Exhibitor agrees that the provision of such security constitutes adequate discharge of all obligations of the NIC to supervise and protect the Exhibitor's property. Upon request, Exhibitor shall provide NIC with a Certificate of Liability Insurance showing USC, NIC, JBS & Associates, LBCC as additional insureds. The Certificate shall provide for a 30-day written notice in the event of cancellation or material change of coverage. NIC's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, terrorism, acts of God, governmental restrictions, labor union strikes, power failures, or damage or destruction of any essential network facilities or servers, shall not be deemed a breach of this Agreement.

Payment Terms:

Prior to December 1, 2009	33% of the Total Booth Contract Cost Required to Reserve a booth space
December 1, 2009 to June 22, 2010	100% of the Total Booth Contract Cost Required to Reserve a booth space

Refunds, Cancellations and Booth Downsizing Policies: As the conference dates approach it becomes increasingly more costly for NIC to re-sell cancelled exhibitor booth spaces. Exhibitors who wish to cancel or downsize all or a portion of their reservation must do so on company stationery. Such written notice will be deemed accepted on the date received at the JBS & Associates office.

Cancellations prior to December 1, 2009	33% of the Total Booth Contract Cost Forfeited
Cancellations December 1, 2009 to February 1, 2010	66% of the Total Booth Contract Cost Forfeited
Cancellations February 1 to June 22, 2010	100% of the Total Booth Contract Cost Forfeited

Cooperation: The foregoing Terms and Conditions have been formulated to serve the best interests of the Exhibitors and attendees. ALL points not covered herein are subject to interpretation and/or settlement by the Show Manager. Management reserves the right to limit access to any show area.

Insurance - Mandatory: Exhibitor agrees to maintain adequate insurance to fully protect Show Management (USC, NIC & JBS & Associates) and their affiliates, co-sponsors, service contractors and the Long Beach Convention Center from any and all claims, arising from the Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management, nor the Convention Center maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to maintain such insurance.

Exhibitor is responsible for any and all damages caused by the Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless USC, NIC and JBS & Associates and all of their partners, affiliates, agents and employees from and against any liability for loss or damage of any kind which Exhibitor may directly or indirectly cause.

Exhibitors in the Show must carry: Statutory limits for Workers' Compensation and Commercial General Liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$500,000 per occurrence and \$1,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name University of Southern California, NIC, JBS & Associates and the Long Beach Convention Center, as additional insureds and be provided to JBS & Associates at least 30 days before the exhibit date. **Mail certificates for all named entities to: JBS & Associates, 954 La Mirada, Laguna Beach, CA 92651-3751.**