



## EXHIBIT SPACE APPLICATION GUIDELINES

The following information corresponds to each section of the application. Please refer to these guidelines when completing the application. Check off box when each section is complete.

### Section 1. EXHIBITING COMPANY INFORMATION

Provide contact information in order to receive all exhibitor mailings related to FLEX 2020/MSTC 2020. This address and contact person will receive all material and correspondence relating to the coordination of FLEX/MSTC.

- Select product area.
- No PO Boxes please.
- Please indicate company web, email and mailing addresses.
- Please indicate primary contact, title, email and telephone number.

### Section 2. BOOTH SPACE FEES

FLEX/MSTC offers exhibitors pipe and drape booth packages only.

Use the formula provided to help calculate your total booth space fee. Please be reminded a single booth unit is 10' x 8' or 10'x10'.

**Booth Package** consists of pipe-and drape (sides and back), 6' draped table, two chairs, waste basket, 500W electrical, clip light (exhibitor must request on exhibitor services order form in order to be included) and a sign.

### Section 3. BOOTH PAYMENT TERMS

30% (non-refundable) deposit is required with the application. The application acts as your official invoice for the deposit. Should you require an invoice to be generated to assist in your payment arrangements, please contact SEMI. The deposit may be paid by check or wire transfer before the exposition, or via check or credit card onsite at your designated space selection time. Payments must be made by your onsite space selection time, or booth space may not be assigned. **THIS WILL AFFECT YOUR BOOTH LOCATION.**

Use the enclosed Payment Information Form to assist you with your payment arrangements.

### Section 4. SIGNATURE

By signing the application, you agree to abide by exposition rules and regulations as defined in the Exhibitor Services Manual, memos issued prior to the show, and "Stipulations/Terms & Conditions" printed on pages two and three of the Application/Contract for Exhibit Space. Applications/Contracts received without a signature will not be accepted.

SEMI Show Management looks forward to working with you throughout the show cycle! Please contact Email: [FLEXMSTC@semi.org](mailto:FLEXMSTC@semi.org) should you have further questions or to verify receipt of your application/contract and deposit.



# FLEX MSTC - STIPULATIONS/TERMS & CONDITIONS

## BOOTH SPACE ASSIGNMENT AND PAYMENT

Booth space assignment for the FLEX 2020 / MSTC 2020 Show ("Event") is based on receipt of application and payment prior to deadline date.

## PRIORITY POINTS

Only SEMI Members can build and use points. Should the requested space be previously assigned or the floor layout change, SEMI will endeavor to provide suitable alternate space based on when application and payment were received.

## PAYMENT TERMS

A 30% non-refundable deposit must be submitted by the exhibiting company ("Exhibitor") along with the Exhibit Space Application Form. Exhibiting companies will receive an invoice for the remaining balance due of 70%, which is due by **August 23, 2019**. If Exhibitor does not comply with these Payment Terms, SEMI reserves the right to release the space for re-assignment.

## GENERAL RULES AND REGULATIONS

1. Exhibitor agrees that the rules and regulations of SEMI, including without limitation the rules and regulations set forth in the Exhibitor Services Manual, are made a part of this contract and agrees to be bound by them. Exhibitor further agrees that SEMI has the full power to interpret and enforce all rules and regulations in the best interest of the Event.
2. The signer of the application for exhibit space or his designee shall be the official representative of the Exhibitor and shall have the authority to certify representatives and act on behalf of the Exhibitor in all negotiations.
3. Applications will not be processed from companies with delinquent balances due SEMI. This includes, but is not limited to, unpaid liquidated damages from prior expositions.
4. SEMI Membership must be active at all times to receive member pricing; otherwise, SEMI will invoice for the non-member rate.
5. The Exhibitor's ultimate placement by SEMI Event management will be considered final. SEMI reserves the rights to relocate an Exhibitor at any time, for any reason, for the overall good of the Event. SEMI is not obligated to reimburse the Exhibitor for any costs stemming from the relocation.

## QUALIFICATIONS OF EXHIBITOR

Exhibitor must be a manufacturer or independent representative of a manufacturer that produces equipment or materials for use by the flexible, hybrid or printed electronics, MEMS & Sensors, flat panel display and electronic design automation industries, or that are used in relevant ancillary work (such as trade magazines or books, software houses, etc.). SEMI reserves the right to determine the eligibility of any product for display.

## INTELLECTUAL PROPERTY RIGHTS

Exhibitor represents and warrants that it owns or has a license to all rights, title and interest in and to all materials including its logos and trademarks, and any patented designs and inventions, copyrighted works, service marks, trade, business and domain names, and any other intellectual property that it provides to SEMI ("**Intellectual Property**") and that the use of any such Intellectual Property does not violate any license agreement which Exhibitor may have with any third party or infringe on the rights of any third party.

## USE OF SPACE

The Exhibitor may not assign, sublet or re-sell, in whole or in part, their contracted space. The contracted Exhibitor may share this space with affiliated co-exhibitors, providing co-exhibitors comply with all terms, conditions, rules and regulations applicable to Exhibitor; however, the contracting Exhibitor shall continue to be primarily liable for all financial and performance covenants and Exhibitor shall be responsible for any act, omission or breach of a co-exhibitor.

The primary Exhibitor MUST have the prominent identification in its entire contracted booth space. Contracted space MUST appear as one unified booth. All booths MUST be staffed during exhibit hours.

## DATA PROTECTION

SEMI may collect and process personal company data in order to perform its obligations pursuant to this Contract as well as to provide Exhibitors information about future events. Such data will not be transferred or shared with any other entity other than SEMI and its affiliates. By submitting personal company data to SEMI, Exhibitors expressly consent, on behalf of their officers and employees, to the transfer and processing of that personal company data in Taiwan and in the United States. Exhibitors have the right to access and correct their personal company data, and in some circumstances, may be entitled to delete their personal company data, by contacting SEMI show management.

## LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SEMI WILL NOT BE LIABLE FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY FROM ANY CAUSE WHATSOEVER BY REASON OF OCCUPANCY OF EXHIBIT SPACE BY EXHIBITOR, CO-EXHIBITORS, OR ANY OF THEIR EMPLOYEES, SUBCONTRACTORS, AGENTS, OR REPRESENTATIVES. FURTHER, EXHIBITOR HEREBY AGREES TO INDEMNIFY, AND HOLD HARMLESS, SEMI AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, AND AGENTS FROM ALL LIABILITIES, LOSSES, DAMAGES, COSTS, FEES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEY'S FEES) AND EXPENSES THAT MIGHT RESULT FROM ANY CAUSE WHATSOEVER WITH RESPECT TO BREACH OF THIS CONTRACT; THE ACTS, OMISSIONS OR REPRESENTATIONS OF EXHIBITOR AND/OR CO-EXHIBITORS; AND/OR THE EXHIBITOR'S AND/OR CO-EXHIBITORS EXHIBIT INCLUDING, WITHOUT LIMITATION, THEFT OR OTHER LOSS FROM EXHIBIT BOOTH. THE EXHIBITOR AGREES TO PAY PROMPTLY FOR ANY AND ALL DAMAGE TO THE EXHIBITION BUILDING OR ITS EQUIPMENT, INCURRED THROUGH CARELESSNESS OR OTHERWISE, CAUSED BY THE EXHIBITOR, CO-EXHIBITORS, OR THEIR EMPLOYEES, SUBCONTRACTORS, AGENTS, OR REPRESENTATIVES.

SEMI WILL PROVIDE GENERAL SECURITY, BUT SEMI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER DUE TO ANY LACK OR FAILURE OF SUCH SECURITY. EXHIBITOR ASSUMES FULL RESPONSIBILITY FOR ANY LOSS OF EQUIPMENT AND/OR DISPLAY MATERIAL, RESULTING FROM THEFT OR ANY OTHER CAUSE WHATSOEVER.

## TRADEMARKS

Exhibitor agrees that any content or materials that include any SEMI trademark must be approved in writing by SEMI prior to publication. If approved, such use shall be in accordance with applicable trademark law and SEMI's trademark guidelines as revised from time to time. Exhibitor agrees that any such use shall inure solely to the benefit of SEMI, and that Exhibitor shall not obtain any right in the SEMI trademarks beyond the rights expressly granted by SEMI. Exhibitor further agrees not to register any SEMI trademark or confusingly similar trademarks with any governmental authority, and not to challenge the rights of SEMI in any SEMI trademark. Exhibitor agrees to modify or remove any content or material published by Exhibitor in connection with this provision upon SEMI's request.

Exhibitor hereby grants to SEMI a non-exclusive, limited license to use Exhibitor's trademarks and logos from the date of acceptance by SEMI of Exhibitor's application and until and including the period of the Event solely in connection with SEMI's promotion of the Event and Exhibitor's participation in the Event, including without limitation on the SEMI website and in publications, advertising, and brochures. Exhibitor must supply samples of such trademark and logo and agrees to indemnify, and holds harmless, SEMI and each of its officers, directors, employees, subcontractors, representatives and agents from all liabilities, losses, damages, costs, fees (including without limitation attorney's fees) and expenses that might result from use of such logos and trademarks.

## CANCELLATION / CHANGE OF EXHIBIT

If SEMI should be unable to hold the exhibition for any cause beyond its reasonable control, or if it cannot permit the Exhibitor to occupy its space due to causes beyond SEMI's reasonable control, SEMI has the

right to cancel the exhibit with no further liability than a refund of the stand space rental less a proportionate share of the exhibition expenses incurred by SEMI. Should Exhibitor's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space.

## COMPLIANCE WITH RULES

Exhibitor assumes all responsibility for compliance with pertinent ordinances, regulations, and codes of duly authorized local, state, federal and international government bodies concerning fire, safety, and health, together with the rules and regulations contained in the Exhibitor Services Manual.

All aisles and service areas must be kept clear with boundaries set by the Fire Department and SEMI.

## INSURANCE

Exhibitor, at its sole cost and expense, will insure its co-exhibitors (if any) activities and equipment used in connection with the event and will obtain, keep in force, and maintain the following insurance: Commercial Form General Liability Insurance (contractual liability included) and errors and omissions in each case in the amount of \$1,000,000. If the above insurance is written on a claims-made form, it will continue for two (2) years following the Event. Such coverage and limits will not in any way limit the liability of Exhibitor.

Upon request, Exhibitor will furnish SEMI with certificates of insurance evidencing compliance with all requirements, and Exhibitor will promptly notify SEMI of any material modification of the insurance policies. Such certificates will provide for thirty (30) days' advance written notice to SEMI of any cancellation of insurance policies; indicate that SEMI has been endorsed as an additional insured under such coverage; and include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by SEMI.

In addition to the requirements set forth above, Exhibitor agrees to comply with any additional or greater insurance coverage obligations set forth in the Exhibitor Services Manual applicable to Exhibitor, co-exhibitor or any of their agents, contractors, employees or representatives.

## CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITING COMPANY

1. In the event of cancellation (partial or full) a **written notice** must be received by SEMI.
2. If canceled **on or before October 24, 2019**, a cancellation fee of 30% of the canceled space will be assessed by SEMI.
3. If canceled **after October 24, 2019**, a cancellation fee of 100% of the canceled space will be assessed by SEMI.
4. SEMI will issue the final invoice reflecting all fees imposed on your account per SEMI terms and conditions.

**Cancellation fees are not transferable and may not be used for any other payments due.**

Reduction of exhibit space may result in booth relocation. SEMI reserves the right to reassign cancelled booth space, regardless of the cancellation fee assessment. Subsequent reassignment of cancelled space does not relieve the canceling exhibiting company of the obligation to pay the assessment.

SEMI must receive written notification of any cancellation. All booths must be set and show ready by 6:00pm on the day prior to the opening of the event. Failure to do so will be considered a cancellation, unless SEMI has been notified and has approved otherwise.

## GOVERNING LAW / ARBITRATION

This agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Any controversy, dispute, or claim arising out of or relating to this Agreement, or a breach hereof, or any other dispute between the Exhibitor and SEMI relating to the FLEX / MSTC Show, shall be resolved through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement.

In the event of any conflict between such rules and the provisions of these terms and conditions, the provisions of these terms and conditions shall govern. Notwithstanding the foregoing, should adequate grounds exist for seeking immediately injunctive relief for a violation of any term or condition of this agreement, any party hereto may seek and obtain such relief, provided that, upon its obtaining such relief, such action shall be stayed pending the resolution of arbitration proceedings. All arbitration proceedings under this Agreement shall be held in San Jose, California and conducted in English.

The decision of the arbitrator shall be final, conclusive and binding upon the parties and shall not be subject to appeal. Judgment upon the decision rendered or awarded by the arbitrator may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial recognition of the decision or award or an order of enforcement thereof, as the case may be. The costs of arbitration including, inter alia, reasonable attorneys' fees, expenses associated with the arbitration, and the costs of filing or enforcing the arbitration, all as determined by the arbitrator, shall be paid entirely by the non-prevailing party.

## GENERAL

The relationship between the parties is that of independent contractors. Exhibitor is not an employee, agent, partner or legal representative of SEMI and shall have no authority to assume or create obligations on behalf of SEMI or the Event. Exhibitor shall not assign to a third party its rights, or obligations, or any portion thereof without the prior written consent of SEMI, which consent SEMI may grant or withhold at its sole discretion. Any attempted assignment without such consent by SEMI shall be void and of no effect, and shall constitute a material breach by Exhibitor of its obligations hereunder.

This agreement and the rules and regulations of SEMI incorporated herein, including without limitation the rules and regulations set forth in the Exhibitor Services Manual, is the only agreement between the parties pertaining to its subject matter, and supersedes any draft or prior agreement, discussion, or representation. Except for memos issued by SEMI prior to the show, this agreement may only be amended or modified in a writing signed by each party.

Aside from the parties hereto, no other person or entity, including without limitation, any co-exhibitor is entitled to benefit from the rights and obligations hereunder and there are no third party beneficiaries hereto. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

None of the terms and conditions of this agreement can be waived except by the written consent of the Party waiving compliance. If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties shall negotiate in good faith a substitute, valid, and enforceable provision that most nearly reflects the parties' intent in entering into this agreement.

**It is each exhibiting company's responsibility to read and comply with all rules and regulations as stated in the Exhibitor Services Manual. Each exhibiting company will be fully responsible for all costs involved should the exhibiting company violate rules and regulations that require remedial action by SEMI.**



**FLEX 2020 | MSTC 2020**

**Payment Information Form**

Please mark one of the payment options referenced below and complete that related section. This form must be included with your Exhibit Application/Contract. **Applications from companies with delinquent balances due SEMI will not be processed. 30% (non-refundable) deposit is required with Application/Contract or onsite.**

**1. PAYMENT BY CHECK**

Company Name: \_\_\_\_\_

Make USD Currency checks payable to SEMI, reference **FLEX | MSTC** and send to:

**Mailing Address:**  
SEMI  
Dept. 05607  
San Francisco, CA 94139 USA

**Express Mail Address:**  
SEMI Expositions  
673 S. Milpitas Blvd.  
Milpitas, CA 95035 USA

**2. PAYMENT BY WIRE TRANSFER**

When paying with a wire transfer, instruct your bank to reference your Company Name and "**FLEX | MSTC**" on the bank transfer to ensure proper credit to your account. It is the customer's responsibility to track wire transfers with their bank in the event SEMI does not receive the wire.

Company Name: \_\_\_\_\_

Originating Bank: \_\_\_\_\_

Amount: (USD): \_\_\_\_\_ Date of Transfer: \_\_\_\_\_

Bank Transfer Remittance Information:

**Wells Fargo Bank**  
420 Montgomery Street  
San Francisco, CA 94104  
USA

**Account Name: SEMI**  
ABA#: 121-000-248  
SWIFT CODE: WFBIUS6WFFX  
Account No. 4277-159497

Payment must be submitted with application. The application acts as the first invoice. Should you require an invoice to be generated to assist in your payment arrangements, please contact SEMI. If a purchase order is required, please be sure to process the purchase order in time to meet the deposit due date(s). No space will be assigned without the appropriate deposit.

**Purchase Order No.** \_\_\_\_\_

Please email completed Application/Contract forms to [erude@semi.org](mailto:erude@semi.org) or fax to +1.408.943.7953