



# 2025 EXHIBIT SPACE CONTRACT

01 – 03 April 2025 • Moscone Convention Center, San Francisco, California, USA

Return signed contract with deposit to: OFC Exhibits, Wen Global Solutions Inc. 3729 A, San Gabriel River Parkway Pico Rivera, California 90660, USA. Tel: +1.562.801.3211 Email: info@ofc-expo.com

## 1 COMPANY INFORMATION

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Tel: \_\_\_\_\_ URL: \_\_\_\_\_  
Company Email: \_\_\_\_\_

## 2 PRIMARY OPERATIONS CONTACT - exhibit logistics

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_

## 3 BILLING CONTACT - only if different from primary contact

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_

## 4 EXHIBIT SPACE — Exhibit Spaces include standard drapery, one identification sign, one full conference badge per 100 sq. ft. occupied and unlimited booth staff badges.

Dimensions in Ft. (W x L)

Total Sq. Ft. x Price

# of Exposed Corners

Standard Raw Space ( \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ sq. ft.) \_\_\_\_\_ sq. ft. x 55.00 + ( \_\_\_\_\_ x USD 300 ) = \_\_\_\_\_

Select Booth #	1st Choice #		2nd Choice #		3rd Choice #	
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## 5 SPONSORSHIPS — Notate Sponsorship Opportunities Selected Below.

Sponsorship #1	
Sponsorship #2	
Sponsorship #3	
Sponsorship #4	
Sponsorship #5	

= \_\_\_\_\_  
= \_\_\_\_\_  
= \_\_\_\_\_  
= \_\_\_\_\_  
= \_\_\_\_\_  
Total: = \_\_\_\_\_

## 6 CONTRACT AUTHORIZATION — By signing below, with or without appropriate payment, this contract shall become a legally binding contract. The individual signing this document represents that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. The following items, as they may be amended from time to time by OFC Management, shall be incorporated fully herein by reference and made part of the agreement: Exhibition Rules and Regulations, any additional rules and regulations published by OFC Management, Exhibit Service Manual (inclusive), Code of Conduct (available at [www.ofcconference.org/codeofconduct](http://www.ofcconference.org/codeofconduct)), and the Privacy Policy (available at [www.ofcconference.org/privacypolicy](http://www.ofcconference.org/privacypolicy)).

A deposit equal to one half (50%) of the space rental fee is due upon contract submission. This payment is non-refundable. A signed contract obligates the Exhibitor to pay the deposit; after 31 August 2024 the Exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation. See cancellation clause on the next page of this form.

Authorized Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Name (Please print): \_\_\_\_\_ Title: \_\_\_\_\_

## 7 PAYMENT — Remit to Address: Wen Global Solutions Inc, 3729 A, San Gabriel River Parkway, Pico Rivera, California 90660 USA. Please reference your company name, invoice number and OFC 2025 on all payments. Past-due balances are subject to a 5% late fee. Direct inquiries to info@ofc-expo.com

PAYMENT OPTIONS: Check: Make checks payable (USD\$, drawn on a US bank) to "Optica" referencing OFC 2025 on the memo line. Mail check to Wen Global Solutions Inc, Exhibit Sales, 3729 A, San Gabriel River Parkway, Pico Rivera, California 90660 USA. Include a copy of this invoice. Credit Card: A convenience fee of 3% will be charged on all credit card payments. The credit card convenience fee is non-refundable. Wire Transfer or ACH/Direct Deposit: Bank: Bank of America, 102 E Las Tunas Dr., San Gabriel, CA 91776, USA. Account Name/Beneficiary: Wen Global Solutions Inc; Account Number: 325119862173; ABA/Routing Number: 026009593 (Wires Only), 121000358 (ACH Only); SWIFT: BOFAUS3N; Please include the remitter's name, invoice number 632-XXXX and OFC 2025. Remitter is responsible for all wire transfer fees, including a USD 25 processing fee for Bank of America. Check with your bank for additional wire transfer fees.

Credit Card: ☐ Visa ☐ M/C ☐ Diners ☐ AmEx

Amount: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_ Billing Zip/Post Code: \_\_\_\_\_

Card Number: \_\_\_\_\_ Signature: X \_\_\_\_\_

Date: \_\_\_\_\_ Print Name (as it appears on card): \_\_\_\_\_

OFC 2025 EXHIBITION RULES & REGULATIONS

Read Carefully — Avoid Misunderstandings

The Optical Fiber Communication Conference (OFC) is an unincorporated association operating as an agent and on behalf of Optica and the Institute of Electrical and Electronics Engineers, Inc. (IEEE) for its Communications Society and its Photonics Society (collectively referred to as the "Sponsors" of the OFC Conference). "Convention Center" refers to Mosconi Convention Center, and "Operator" refers to the Mosconi Convention Center Corporation, Inc., City of San Francisco. "OFC Management" refers to Optica in its capacity as manager of OFC.

OFC Management reserves the rights, in its sole reasonable discretion, to (i) amend OFC rules and regulations at any time, (ii) grant or deny its consent, and (iii) apply, interpret, and enforce these rules. Any point not specifically covered in these rules is subject to the decision of OFC Management, whose decision shall be final.

**PURPOSE OF THE EXHIBIT:** This Contract shall be deemed accepted by OFC Management upon space assignment. OFC Management maintains Priority Points for each Exhibitor based on past OFC participation and total dollars spent by the Exhibitor at the current event. The initial space assignment begins in January and is based on priority points. The remaining space will be assigned to non-current OFC Exhibitors on a first-come, first-served basis. Although OFC Management will attempt to fulfill the Exhibitor's space request, OFC Management will assign space at its discretion, and its decision shall be final. However, OFC Management reserves the right to revise the exhibition floor plan and/or reassign space assignments at any time without notice to the Exhibitor.

**ACCEPTANCE AND ASSIGNMENT OF SPACE:** Assignment of space is final. A space may be revoked or changed by OFC Management at any time if payment is not in accordance with the payment schedule. OFC Management will determine the assignment of space on-site based on the earliest date a contract, accompanied with full payment, is received by Optica. OFC Management retains the exclusive right to revise the exhibition floor plan and/or move assigned Exhibitors as necessary.

**PAYM ENTS:** Exhibitors must make payments as shown in the Cost of Exhibit Space section on the front of this contract. Exhibitors not paid in full may not move in, retrieve badges, or receive delivery of freight until full payment is made. OFC Management may charge late fees of 5% for past-due accounts. Exhibitors with accounts more than 90 days past due will lose all Priority Points and be prohibited from participating in OFC until all accounts are satisfied.

**CANCELLATIONS:** This Contract may be canceled by the Exhibitor by giving written notice to OFC Management, subject to the following fees:

- On or before 31 August 2024 - 50% of the full contracted space rental fee
- After 31 August 2024 - 100% of the full contracted space rental fee

These fees apply in the event of Exhibitor cancellation or failure to participate for any reason whatsoever. Cancellation fees are non-transferable and will NOT be applied to any other past, current, or future charges incurred by the Exhibitor. The exhibitor will not receive credit from any revenue later generated by the reuse of the reserved space by OFC Management. Exhibitor shall also forfeit all Exhibitor privileges, including but not limited to Priority Points for OFC booth selection; hotel rooms reserved via the Exhibitor Housing Block; Exhibit Technical and Booth Personnel Badges; access to press room and press conference slots; and access to sponsorships and advertising opportunities, as well as removal of company listing from the Exhibit Buyers' Guide and Web site.

**UPSIZING:** At any time after signing the original Contract, the Exhibitor may enter into a new contract for a larger space, subject to availability.

**DOWNSIZING:** The amount of space reserved may be reduced by the Exhibitor by giving written notice to OFC Management, subject to the following payments, which may be applied against the reduced space:

On or before 31 August 2024 - 50% of the original Contract price. Any overage will not be refunded.

After 31 August 2024 - 100% of the original Contract price. Payment in excess of the cost of the new space is nonrefundable.

**MERGERS AND ACQUISITIONS:** Exhibitor's obligations under this agreement, including payment obligations, may not be waived or assigned to a third party without the prior written permission of OFC Management. For the avoidance of doubt, in the event that the Exhibitor acquires, is acquired by, or merges with a third party, the Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

**ARRANGEMENT OF EXHIBITS:** OFC Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, one technical digest, one technical badge per 100 square feet, unlimited Exhibitor personnel badges, and one complimentary listing. Unless provided by the facility, the floor space for all booths must be carpeted or professionally covered in some other way, with the cost for this covering being the responsibility of the exhibitor. If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, OFC Management reserves the right to order carpeting at the Exhibitor's expense. Exhibitors choosing to build double-decker booths must notify OFC Management 60 days prior to the event's first move-in date.

**LOGO USAGE:** Exhibitor agrees to provide OFC Management with a limited, revocable, non-exclusive, non-transferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to OFC 2025.

**SERVICES:** OFC Management has designated official exhibition contractors as outlined in the Exhibitor Service Manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to the Exhibitor. OFC Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitors wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitors must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Facility's rules and regulations. Applicable union regulations for the Facility will be provided in the Exhibitor Manual.

**COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** The Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders, health safety and other requirements applicable to the Exhibitor's participation in the Exhibit Conference, as well as all Facility and OFC Management rules and regulations, including Exhibitor's staff compliance with Exhibit Code of Conduct. The Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. The Exhibitor shall take all necessary measures to safeguard persons and property in the Facility from any hazards associated with the Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2007 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the Exhibit Conference. A copy of OFC's Guidelines for a Safe Exhibit is available upon request. The Exhibitor agrees that it will immediately remedy any condition of its exhibit space if notified by OFC Management that the space is unsatisfactory for any reason. The exhibitor's failure to do so may result in the cancellation of the Exhibitor's space.

**INSTALLATION AND DISMANTLING:** The Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to the Exhibitor's booth until OFC Management receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual.

Exhibitor agrees that if OFC Management should receive, handle, or have in its care or custody Exhibitor's property of any kind, OFC Management is authorized to act solely for the accommodation of Exhibitor, and OFC Management shall not be liable for any loss, damage, or injury to such property.

**RESTRICTIONS:** Exhibitors' activities shall be restricted to the exhibitor's booth space only. OFC Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. OFC Management reserves the right to deny access to or eject any person whose behavior becomes objectionable or inconsistent with the Code of Conduct. In any such event, no refunds will be issued. Sanctions for noncompliance with OFC Management's rules and regulations may result in forfeiture of all fees paid and inability to exhibit at or attend any future Exhibit Conference.

**SUBLEASING SPACE:** Exhibitor shall not, without advance written approval by OFC Management, assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from OFC Management.

**COMPETING EVENTS:** The exhibitor shall not conduct any competing event of more than 50 people during official OFC Conference hours.

**CALIFORNIA EXHIBITS:** Exhibitors engaged in selling activities must possess a valid California seller's permit (unless exempt from such requirement under California law). OFC Management may be required to provide a list of exhibitor and seller's permit status to the California Board of Equalization. Upon request, the Exhibitor must promptly (within 10 business days) provide OFC Management with its seller's permit number (or reason for exemption).

**ADVERTISING MATTER:** OFC Management reserves the right to prohibit the distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within the Exhibitor's booth is forbidden.

**MUSIC:** The exhibitor must be prepared to provide proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses for the Exhibitor's use of music, including in video presentations. Exhibitors using such music agree to indemnify and hold the Sponsors harmless against any claims, liability, or damages resulting from their use of such music.

**FOOD AND ALCOHOL:** The exclusive provider of food, beverage, and catering services within the Facility will be listed in the Exhibitor Service Manual. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the Exhibit and Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all Facility rules and requirements as well as the OFC Management alcohol policy, which may be obtained from OFC Management upon request.

**AMERICANS WITH DISABILITIES ACT (ADA):** The exhibitor is solely responsible for ensuring that its booth fully complies with the ADA.

**EXHIBITOR PERSONNEL:** The Exhibitor must have staff present at the exhibit space during all contracted hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All Exhibitor Personnel must be dressed appropriately to conduct business. Inappropriate attire includes but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

**PHOTOGRAPHY AND VIDEO RECORDING:** Neither photography nor video recording is permitted in the Facility without OFC Management's express, prior written consent. Sanctions for noncompliance may include the seizure and destruction of film or electronic storage devices.

**SOUND LEVELS:** Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

**CHILDREN:** In the interest of safety, no person under 18 years of age will be allowed on the show floor during set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from OFC Management in the event of extraordinary circumstances. Parents or guardians must agree to abide by OFC Management's rules regarding children, be responsible for the child, and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

**FORCE MAJEURE:** OFC Management may suspend or terminate this Contract without penalty in the event the Facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Exhibit Conference as scheduled due to any event beyond the control of OFC Management, including but not limited to the following: strike; lockout; injunction; emergency; Act of God; fire; flood; earthquake; other types of natural disaster; pandemic; epidemic; labor dispute; any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Agreement which may adversely affect attendance or the ability to hold the event; travel, social distancing or gathering capacity restrictions or recommendations issued by a governmental authority, agency or recognized health organization; Act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impracticable for OFC Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any Facility, headquarters, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of OFC Management and the Sponsors of the Exhibit Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by OFC Management, such as, but not limited to, advertising, Facility fees, etc., to the extent any monies remain after payment of such expenses.

**INSURANCE:** The exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from the Exhibitor's participation in the Exhibit Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (USD 1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the Exhibit Conference and each of the Sponsors, including their respective members, officers, directors, agents and employees (collectively the "Exhibit Parties") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to OFC Management at least thirty (30) days prior to cancellation. The exhibitor shall furnish OFC Management with a Certificate of Insurance verifying such coverage 30 days prior to the exhibition.

**DISCLAIMER OF WARRANTIES:** The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

**DAMAGE TO FACILITY:** Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

**INDEMNIFICATION:** Exhibitor agrees to defend, indemnify, and hold harmless the Exhibit Parties, the Facility, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively "Exhibit Parties").

**LIMITATION OF LIABILITY:** The exhibitor agrees that the liability of the Exhibit Parties under this agreement shall not exceed the amount of space rental fees paid by the Exhibitor. In no event shall the Exhibit Parties be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against the Exhibit Parties beyond one (1) year of the conclusion of the Exhibit Conference.

**WAIVER:** The exhibitor acknowledges that the Exhibit Parties, Facility, and Operator do not carry insurance coverage for the Exhibitor's property. The exhibitor is solely responsible for the security of its property and the property of others under its control. The exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss that the Exhibitor Parties might sustain as a result of the Exhibitor's participation in the Exhibit Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the Exhibit Parties, the Facility, the Operator, and their respective officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the Exhibit Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

**LAWS:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the Exhibit Parties with respect to this Contract. The Exhibit Parties shall be entitled to recover from the Exhibitor all costs (including attorney's fees) from any suit brought by the Exhibit Parties to enforce their rights herein.

**NOTICES:** Exhibitor agrees to notify OFC Management immediately if it (i) becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law. Upon receipt of such notice, OFC Management shall have the right, in its discretion, to terminate this Contract, in which case the Exhibitor shall be subject to cancellation fees as indicated in the Cancellations provision.

**GENERAL:** The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority to assume or create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Contract and shall remain in full force and effect in perpetuity. This Contract represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with signed written consent of OFC Management. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Contract shall be severable, and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity also does not render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.